The Solicitors' Journal

and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, JULY 17, 1920.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE:

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

CURRENT TOPICS	645	TIME FOR APPEAL IN MURDER CASES	657
RECENT DEVELOPMENTS OF TRADE UNION LAW	647	LAW STUDENTS' JOURNAL	657
THE HIGHWAYMEN'S CASE	648	LEGAL NEWS	657
REVIEWS	649	COURT PAPERS	658
NEW ORDERS, &c.	652	WINDING-UP NOTICES	658
SOCIETIES	653	CREDITORS' NOTICES	658
JUDGE BRANDEIS AT GRAY'S INN	657	BANKRUPTCY NOTICES	658
		PUBLIC GENERAL STATUTES	

Cases Reported this Week.

Conyngham, Re. Conyngham v. Conyngham	651
Doxat, Re. Doxat v. Doxat	651
Lebeaupin v. Richard Crispin & Co.	652
Gardner, Re. Huey v. Cunnington	650
William Baird & Co. (Lim.) v. M'Graw	650

Current Topics.

The Annual Meeting of the Law Society.

THE ANNUAL meeting of the Law Society, on the 9th inst., was concerned rather with matters of the current business of the society than with any general questions relating to law and procedure, and doubtless this is the convenient course. A wider scope is more appropriate to the provincial meeting. Thus there was no discussion of the Law of Property Bill—the matter which just now most profoundly affects the profession—nor, indeed, any reference to it, so far as our report shews, except that Mr. MORTON illustrated the labours of the Council by saying that many of the members take the Bill home to study. Possibly others do the same, for without study no opinion can be formed of it. However, it is now hardly possible for the Bill to make much further progress before the Vacation, and it should receive full discussion at the Liverpool meeting. Of the matters which did receive notice, the most interesting were Sir WALTER TROWER'S renewed plea for the co-operation of the Bar and the Law Society in establishing a single law school, and Mr. BELL'S plea for that long overdue change—charging litigation costs by a lump sum. It is singular that what was to be the era of reconstruction is in fact so entirely barren of result. We have ceased, for instance, almost to hear of a Ministry of Justice.

Excess Profits Duty and Corporation Profits Tax.

INTEREST IN the debates on the Finance Bill appears to have centred mainly on the Excess Profits Duty, the position of co-operative societies, and the repeal of the Land Duties. The Excess Profits Duty, it is generally admitted, deserves all the abuse it gets, but it has the merit that it raises money, and that, with the Chancellor of the Exchequer, appears to be the chief consideration at the present time. But he has virtually promised to bring back the duty from 60 per cent.—to which it is now raised—to 40 per cent. next year, and meanwhile the Government will study alternatives which may enable them to get rid of the tax altogether. Of course, they lost the chance of doing this in the present year by their somewhat precipitate retreat from the proposal for a levy on war wealth—a tax for which in principle there was everything to be said. The question of the liability of co-operative societies to be taxed on profits arising by mutual trading concerns

both income tax and the new Corporation Profits Tax, and it is a little difficult to distinguish between the two; but apparently the rejection of the amendment to exempt these profits from the new tax is not to prejudice the discussion of exemption from income tax. It is interesting to note that among the amendments made to clause 45, which regulates the determination of profits for Corporation Profits Tax, was one which allows the deduction of a share of profits distributed to employees under a profit-sharing scheme. We should add that this clause specifically deals with the case of co-operative societies by providing by sub-clause 2 (*h*) that "profits shall include, in the case of mutual trading concerns, the surplus arising from transactions with members."

The Repeal of the Land Value Duties.

THE REPEAL of the Land Value Duties has naturally not been allowed to go without protest. We need not now inquire into the substantial merits of the scheme. In practice it broke down, and a general valuation in accordance with the very special provisions of the Finance Act, 1910, proved costly, without bringing in any appreciable sum. The question before the Government was whether to amend the scheme and make it practicable or to drop it altogether, and the latter alternative has been adopted. But we doubt whether this is the last that will be heard of the matter. Meanwhile, the duties cease to be chargeable; arrears will not be collected, and duties paid will on request be returned. The obligation of the Inland Revenue to make the valuation under section 26 of the Act of 1910 will cease, but the Valuation Department will remain, and, apart from other duties unconnected with the land values duties, it will still collect particulars as to sales of land and leases for over fourteen years: and hence, apparently, it will still be necessary to deliver particulars and obtain an appropriate stamp on conveyances. All this is at present rather unsettled, but we understand that the usual practice as to obtaining Form G is being followed. The clauses of the Finance Bill as to stamps appear to have been accepted without alteration, except that clause 37 (2), relating to composition for stamp duties on accident and indemnity policies, has been dropped. The effect is that companies capital duty has been increased since 20th April last from 5s. to £1 per cent., and that, as from 1st September next, receipts will have to bear a 2d. stamp, and from that date the duty on transfers of stocks and shares will be £1 per cent. instead of 10s. From a statement made by Mr. CHAMBERLAIN in connection with clause 13, which continues income tax at the rate of 6s. in the £, it appears that there is no immediate prospect of a Bill to carry out the general recommendations of the Income Tax Commission, including the abandonment of the three years' average system—the objections to which we are unable to appreciate—and provisions to prevent evasions: that is, improper evasions, for the Chancellor of the Exchequer recognizes that evasion may be proper or improper. The distinction is, of course, well recognized by the courts.

The New Rent Restriction Act.

WE PRINT elsewhere the text of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. The "Student of Politics" who enlivens for us in the *Times* the course of Parliamentary debate commented on it—or rather on the Bill—as follows (22nd June):—

> "The Bill is difficult reading, not to be understanded without a headache by any but lawyers. The subject is admittedly very difficult and complicated, and general principles, if given free run, would soon play skittles with houses. But Bills would be much easier to read and understand if the sentences were shorter and (for the clauses must, one supposes, be long) if the sentences were articulated in their limbs and exhibited in separate paragraphs. Also, it would help the ordinary man if, beneath each provision, concrete examples were given of its working, such as one sometimes sees done in the text-books of law. Or is the idea of legislation that to be intelligible by the vulgar is to be found out?"

Of course there has been in modern times a great improvement in the articulation of clauses; the same improvement has taken place in conveyancing, and it is becoming increasingly the practice to express deeds and wills in paragraph form; and the present Act is fairly well articulated, though doubtless the process might have been carried further. As to illustrative cases, the English Legislature has not yet adopted this device, though it was, we believe, introduced by MACAULAY in framing the Anglo-Indian Codes. With us it is reserved for the text-book writer to elucidate statute law by examples—*e.g.*, in CHALMERS' Bills of Exchange and POLLOCK'S Partnership. But if the Rent Restriction Act had waited for such embellishment it would have been more hopelessly belated than in fact it is.

Some Points on the Act.

BUT WHATEVER are the difficulties of the Act, lawyers will have to make the attempt to understand it and assist in working it. The general principles as to the houses and business premises protected, and the restrictions on the increase of rent and mortgage interest, are sufficiently clear. But to understand the Act in detail a good deal of examination of its terms is required. Thus, while an addition of 15 per cent. to the rent—35 per cent. in the case of business premises—is allowed as a matter of course (but in the case of houses previously protected only 5 per cent. in the first year after the Act), the next 25 per cent. depends on questions of repair and liability for repair, and the provisions in this respect will not, perhaps, be altogether easy to apply. In cases of dispute the county court is to be the final authority. Where the landlord is responsible for the whole repair, the 25 per cent. increase can be suspended if the house is "not in a reasonable state of repair." A house is defined to be in such a state when it is "in good and tenantable repair" (section 2 (4)), and this takes us to the test established in *Proudfoot* v. *Hart* (25 Q. B. D. 42). Probably county court judges will have to apply this test pretty frequently. But there can be no increase unless the landlord could determine the tenancy apart from the Act, and this principle, which was implicit in the earlier Act of 1915, is expressly stated in section 3 of the present Act. It should be noticed that under section 5 (3), which repeats section 1 (3) of the second Increase of Rent Act of 1919, tenants brought within the protection for the first time can obtain the rescission of an order for possession made before the Act, which remains unexecuted. Under section 6 no distress for rent can be made in respect of a protected house without the leave of the county court. This is a new provision. The provision of section 12 (5) as to the apportionment of mortgages, where the property comprises dwelling-houses and other land, is new, and it seems hardly worth while to introduce this complication—with a possible reference to an arbitrator appointed by the President of the Surveyors' Institution—into so temporary a measure. Clause 15 is also new, and defines the terms of the "statutory tenancy." The terms of the original tenancy continue, so far as consistent with the provisions of the Act, and it is made clear that the tenant cannot give up possession without notice. These are some of the more obvious points of the Act, and there is the penalty—under section 10—for excessive charges for furnished lettings. But a complete understanding of the Act requires careful, and, perhaps, as the "Student of Politics" says, head-splitting study.

Protectorates and Crown Colonies.

IT IS announced in the daily Press that British East Africa is to be re-named "Kenya" and divided into Kenya Colony and Kenya Protectorate. At the same time that part which is included in the "Colony" is to be formally annexed by the Crown and become British soil with the status of a Crown Colony. A strip of territory along the coast is to continue to have the status of a Protectorate only, technically forming portion of the Sultan of Zanzibar's dominions. What has hitherto been known as British East Africa affords, perhaps, the best illustration that exists of the extremely thin division between some of the protectorates and the status of a Crown

colony. It is time that the anomalous position—now remedied with respect to Kenya Colony—occupied by so many of the African protectorates should be remedied with respect to all of these. For purposes of practical government the protectorates referred to are inside the ring fence of the King's dominions. For purposes of British citizenship they are outside the dominions and are foreign soil. In the case of British East Africa itself, it would indeed have been extraordinary had the formal annexation been delayed longer. A year ago (on 22nd July, 1919) the legislative authority of the Protectorate enacted a statute—the Legislative Council Ordinance, 1919—by which the territory was divided into electoral areas, and provision made for eleven elected representatives to be returned by the European community as members of the Legislative Council. A Legislative Council, consisting partly of elected members and legislating under British authority for the inhabitants of foreign territory, seems an unnecessary and inconvenient anomaly. Possibly the territory of Southern Rhodesia is still in the same position juridically as British East Africa was until the recent change; but the anomaly in this case has been somewhat disguised by the British South Africa Company serving as a link between the territory and the Crown.

The Admissibility of Confessions.

In the recent murder appeal of *Rex* v. *Goslett* (*Times*, 12th inst.), the point taken must have seemed strange to a layman, although a lawyer can see its importance. The prisoner had been convicted practically on his own confession, no evidence having been called to shew that the police had tested the truth of the statements therein contained, and had found out that they were consistent with the facts. The prisoner had, in fact, implicated another person in his confession, and had called it "King's Evidence." The case for the appellant was that such a confession ought not to have been admitted in evidence at all; or, if admitted, that it should have been verified by independent evidence; or, at any rate, that the judge should have cautioned the jury to weigh it very carefully—which they could not have done, as they gave their verdict within eight minutes of leaving the box. The ingenious suggestion contained in the last point is certainly a novel argument. But as regards the main point, it was certainly difficult to suggest that the prisoner's evidence had been made under threats or promises: the mere fact that he chose to act as King's Evidence, as he supposed, obviously gives a prisoner no right to special indulgence. The layman, certainly, would regard the exclusion of such a confession as the merest technicality. But, then, the layman does not know the history of the rule of evidence, which excludes confessions made otherwise than voluntarily; it was built up by our great common law judges of the sixteenth and seventeenth centuries, when the not quite abandoned practice of torture and the very common practice of police pressure made all confessions very unreliable. Even in India to-day, where the native police have standards now antiquated in Europe, but perhaps not in America, confessions are admittedly too often obtained by violence and torture, with the result that the prisoner constantly repudiates them in open court.

The American Senate.

We notice a curious blunder appearing almost universally in the daily press. The newspapers point out that not the American President alone is elected in November; so also are one-half of the House of Representatives (elected for four years) and one-third of the Senate (elected for six years). So far all is correct. But then they go on to add that while the Lower House is elected by the people, the Senate is elected by the Legislatures of the separate States. This is an archaism. Until 1912 it was so. The Constitution of the United States vested the election of Senators in the State Legislatures, two for each State. But in 1912 this system was altered by the seventeenth amendment of the American Constitution. That amendment provided that in future the two Senators of each State should be elected by the Senatorial electors of that State: *i.e.*, the people qualified to elect the State Senate. In the United States this means practically the whole people. There are forty-eight American States, so that sixteen of them elect Senators every two years in rotation. We need scarcely add that, although President, Senators and Congressmen are elected in November, the President remains in office until 5th March, and usually remains to veto the measures and prove a thorn in the side of his successful opponents during those six months.

Recent Developments of Trade Union Law.

VI.—The Statutory Protection of Trade Unions.

In our earlier articles we have discussed the peculiarities of that form of "Trespass on the case," which consists in "unlawful interference with the rights of any subject to conduct his own affairs as he pleases." We have pointed out how it is affected by the fact that the tort-feasor is not one but many. We have also pointed out that in certain circumstances conduct *primâ facie* tortious ceases to be so where "justification" or "privileged occasion" exists, *e.g.*, in the legitimate defence of one's trade interests or in the exercise of business competition: *Mogul Steamship case* (1892, A. C. 25), *Santen* v. *Busnach* (29 T. L. R. 214). We may here just add that "justification" or "privilege" must be distinguished from mere purity and *bona fides* of "motive"; an act otherwise unlawful is not rendered lawful by mere goodness of motive on the part of a person who commits it under circumstances which are not privileged: *South Wales Miners' Federation* v. *Glamorgan Coal Co.* (1905, A. C. 239).

But in addition to the obscure common law doctrine of "justification," which reaches the extreme limits of dubiety and uncertainty, there exist also the even greater obscurities of "statutory" justification, as appearing in the various Trade Union Acts. That celebrated member of the last Parliament which sat at College Green, Sir Boyle Roche, is generally credited with the paternity of this famous bull: "The greatest of all human misfortunes is immediately followed by a still greater." Certainly to the student of trade disputes law the most difficult of all doubtful cases seems always to be followed by one more difficult still. Now, bulls are simply unintended paradoxes; and every paradox is merely an illogical statement of a real truth which lies hidden in the only partially rational character of the universe in which we live. That truth, in the present case, is the fact that values are largely subjective, and that the value which is greatest at moment A may not be greatest also at moment B, because our subjective perception of it has changed with the change in our mental necessities. Even in the apparently rigid external world of physical nature, two equal lines may be of different sizes when the observer is moving in different directions: the now familiar principle of relativity. The difference is not apparent; it is real; it is due to the fact that all measurements of length are arrived at by looking at the two ends of the measured distance from different angles and at different instants of time (however short). So in human affairs, our measurements of the importance of events is similarly dependent on the personal equation, and part of this subjective estimate is a real part of the value of the object estimated.

Now, the difficulty which arises in the understanding and interpretation of trade union law and statutes is mainly due to precisely this principle of relativity in the point of view of the judges deciding such points in successive generations during which opinion has undergone an extraordinarily rapid change of orientation. Within the lifetime of the average practitioner to-day three quite different principles have been, consciously or unconsciously, applied to the question of "combination," which enters into all trade union questions. The old common law view, dominant until the closing years of the nineteenth century, regarded all combinations for any purpose with deep disfavour. A "combination" to the authors of the

famous Plantagenet statute, "*De Conspiratoribus*," 1399, meant essentially something evil. When two freemen or serfs or nobles or priests combined together in the Middle Ages, it was usually to attack some old custom, or even to overthrow lawful authority. Even to this day, under military law, it is an offence for two or more soldiers to combine together to make a complaint, although each is entitled to make a complaint individually. The reason is that combination of any kind accustoms men to act together under the authority of others than their officers, and so may pave the way for mutiny. In the Middle Ages, when the military principle of feudal subordination was equally essential to the good order of society, the "combination" of men to attain common ends was equally regarded as "conspiring" against the established order, and therefore against the welfare of the State. Combinations, accordingly, whether of workmen to secure higher wages, or of undertakers to raise prices, or of capitalists to construct a canal, were equally regarded with detestation and suspicion. Indeed, the first undertakers of joint stock enterprises were regarded with the same disfavour as "monopolists" or "forestallers" or "engrossers," and found it best, *ex abundanti cautelâ* to secure the protection of Royal charters or private Acts. These turned the combination from being a conspiracy against the State into an act of disciplined organisation under the authority of the State—much as the King's commission, given to a Highland chief in the seventeenth century, turned him from a leader of brigands into a loyal servant of the King.

Now the common law grew up under the settled conviction that every combination of any kind was a conspiracy, unless and until brought within the existing system of social order and so regularised. Thus trade unions were naturally regarded as mutinies and treason—not on economic grounds of *laisser faire*, as is sometimes erroneously imagined, but simply because of the old common law view we have just explained. But in the course of the nineteenth century a change of opinion took place outside the legal world. The "Right of Association" was demanded by the French and the American revolutionists as one of the "Rights of Man." This included the right to form clubs, friendly societies, trade unions, political unions, religious unions, hitherto all alike regarded as questionable, not to say wicked, forms of anarchy. Gradually the idea of "association" spread throughout the economic world, shewing itself in joint stock companies, societies, trade unions. From being regarded as a form of social disorder by all respectable men at the beginning of the nineteenth century, it had become regarded almost as a special sign of social and spiritual grace by the commencement of the twentieth century. But the law and the lawyer stood quite outside this trend of sentiment, and still retained their common law suspicion of "combinations." This, we think, partially explains the judicial attitude towards the end of the last century. The judges, on the whole, viewed combinations still with all the old disfavour—quite impartially, whether combinations of workmen or middle class men, although this the working classes failed to understand.

But the last twenty years saw a triumph of the principle of "association," both in trade union matters and elsewhere. The lawyers lost their old distrust of it. Hence from 1900 to 1918 there was a curious reversal of the old judicial attitude. The tendency of judges and jurists alike was to minimise the importance of "combination" as an element in tort. The ablest judges began to attempt to get rid of it altogether, and to suggest that such leading cases as *Quinn* v. *Leathem*, decided in the earlier stage of opinion, and packed full of judicial references to "conspiracy," would equally have been tortious had only one person been the tortfeasor, and not a combination. This frame of mind shews itself in *Giblan* v *National Labourers' Union* (1903, 2 K. B. 600): see judgment of Lord Justice ROMER in *Jose* v. *Metallic Roofing Co. of Canada (Limited)* (1908, A. C. 514); and in the successive editions of Sir FREDERICK POLLOCK'S classical treatise on Tort. "association" had become virtuous; "combination" was no longer to be suspected merely because it was combination; and so judges not unnaturally attempted to justify earlier decisions by shewing that they were not based on conspiracy at all. This frame of mind led to the passing of the famous Trade Disputes Act, 1906, and to the somewhat excessive protection of trade unions and trade disputes, which the courts for many years considered themselves bound to afford by this interpretation of the terms of that statute. "An act done in pursuance of an agreement or combination of two or more persons shall, if done in contemplation and furtherance of a trade dispute, not be actionable unless the act, if done without such agreement or combination, would be actionable"; so runs section 1 of the Trade Disputes Act. This expressed faithfully the judicial sentiment of the next thirteen years, as illustrated by the arguments and judgments in, say, *Conway* v. *Wade* (1909, A. C. 506).

But Time has his revenge. Within the last two years a reaction in judicial sentiment has taken place. This has shewn itself in the recent cases of *Valentine* v. *Hyde* (1919, 2 Ch. 129) (Mr. Justice ASTBURY), of *Davies* v. *Thomas* (36 T. L. R. 39) (Mr. Justice P. O. LAWRENCE), and of *Pratt* v. *British Medical Association* (1919, 1 K. B. 261) (Mr. Justice MCCARDIE). In each of these three cases a new point of view has arisen; the tendency to emphasise the fact that a combination of persons, merely because it is a combination, may be calculated to intimidate a normal man, and therefore is equivalent to the use of violence or threats. This re-establishes conspiracy as a ground of liability, but gives for it a new moral basis, not the mere "combination," but the "intimidation" inherent in it under the complex mutual relations of modern society—a ground which could have no meaning in mediæval society, when every man was economically independent of his neighbour, or very nearly so.

What has caused this recent judicial reaction? We believe it is not casual or capricious. It means the growth of a tendency among educated men, whether lawyers or laymen, to attach a new significance to trade combinations. For during the last few years the spirit of "combination" has undergone another metamorphosis. It is no longer the mere "Right of Association" that is claimed by writers on political philosophy, but the right of associations, as such, to govern and dictate. It almost seems as if elective constituencies, based on geographical units, such as the town or county, were to find a formidable rival in similar constituencies of an "occupational" type; in other words, "soviets," "syndicates" or "trade unions." The Trade Union Congress would seem to claim an authority in the task of government very similar to that which Parliament claimed from the King in Tudor and Stuart days. Hence "combinations" have come to possess a wholly new significance, and to create a new distrust. It is therefore natural that the recent trend of juristic and of judicial opinion should be to re-establish, although in a novel form, the old common law distrust of all combinations and their activities, except in so far as they can bring themselves within the ambit of statutory authority. With this remark we must conclude a series of articles in which we have been able only to discuss a few of the great issues involved in modern industrial law.

The Highwaymen's Case.

O'Connor v. *Rolston* (*Times* of 2nd July) was an action in the King's Bench Division, brought to recover the amount of certain cheques. The defence was that the cheques had been given in payment of bets, and eventually judgment was given for the defendant. The point was also taken that the plaintiffs (who were bookmakers) were carrying on an illegal business, in partnership, and were on this ground not entitled to recover. In connection with the point of illegality in carrying on a partnership business for the purpose of betting, reference was made to a "suit by one highwayman against another for an account." Thereupon Mr. Justice DARLING said: "I always feel some doubt whether that case ever existed. I fancy someone was jesting with the Court of Chancery. It is not referred to as *Turpin* v. *Sheppard*, or anything of that sort. It is nowhere given a name, but is simply called 'The Highwaymen's Case.'" Mr. Justice DARLING has fallen into

a singular error. The case is not anonymous, and has been referred to both in text-books and reported cases as *Everet* v. *Williams*. Two reported cases at least may be cited for this. In *Sykes* v. *Beadon* (1879, 11 Ch. D. 170, 195) Sir GEORGE JESSEL mentioned "the well-known case of the highwaymen" as "authority" for the proposition he was laying down, the name *Everet* v. *Williams* being given in the footnote, and cited from Lindley on Partnership. In *Thwaites* v. *Coulthwaite* (1896, 1 Ch. 496, 498) Mr. Justice CHITTY referred to "a suit by one highwayman against another for a partnership account of his share of the plunder," the case being again cited in the footnote as *Everet* v. *Williams*, from Lindley on Partnership, and also from the *Law Quarterly Review*.

That the case of the highwayman suing for an account ever existed is not, of course, demonstrated by the mere fact of a name being given to it. But on this point, also, Mr. Justice DARLING is wrong, though it must be admitted that for a long time—in fact up to the year 1893—doubts were expressed by text-writers as to the case being a genuine one. The history of the report of the case is remarkable. It has never appeared in any regular official report, but seems to have been published for the first time in the *European Magazine* (well-known in London in the later eighteenth and earlier nineteenth centuries). Apparently, the first reference in a text-book to *Everet* v. *Williams* is to be found in EVANS' translation of Pothier on Obligations (1806). At p. 3 of vol. 2 it is said: "There is a tradition that a suit was instituted by a highwayman against his companion to account for his share of the plunder, and a copy of the proceedings has been published as found among the papers of a deceased attorney." A statement of the case is then given, citing as authority *European Magazine*, 1787, vol. 2, p. 360. EVANS, however, doubted the authenticity of the case.

In the early editions of Lindley on Partnership *Everet* v. *Williams* is cited from EVANS' Pothier. In the 2nd edition (1867) the author says: "There is some doubt whether it actually occurred; real or fictitious, it is a good illustration of an illegal partnership." In the latest (1912) edition (p.113) the case is fully referred to, and treated as genuine, its authenticity having by that time been established.

In the 5th (1889) edition of Pollock on Contracts (at p. 263) it is said that "the story is more than doubtful," and the case is not cited by name, though reference is made to Lindley on Partnership and also to *Sykes* v. *Beadon* (*supra*). It is suggested in a footnote that the "legend" might have arisen from Lord KENYON once saying by way of illustration "that he would not sit to take an account between two robbers on Hounslow Heath." In the *Law Quarterly Review* for 1893, vol. 9, at p. 105, it was pointed out by a correspondent that the story appeared in the *European Magazine* in 1787, and Lord KENYON'S remarks (there quoted) were made in 1797, and so could not have started the story. The learned editor of the *Law Quarterly Review*, however, still declined to believe the story to be a true one, and thought it must have originated "from some otherwise forgotten jest or hoax in an equity draftsman's chambers." In the following number of the *Law Quarterly Review* (vol. 9, p. 197) appears a note headed "The Highwayman's Case (*Everet* v. *Williams*)." The note begins: "Truth is stranger than fiction. The story of a highwayman filing a bill in equity for an account against his partner, which we had always doubted (*ante*, p. 105)), is correct after all." An account of the case is then given, the statement in the *European Magazine* having been verified by an examination of the original records at the Record Office. The bill was on the equity side of the Exchequer. The parties were JOHN EVERET and JOSEPH WILLIAMS, and the bill was filed before the year 1725. The bill set out that a partnership had been entered into by the defendant with the plaintiff, who was "skilled in dealing in several sorts of commodities," and that the parties "had proceeded jointly with good success on Hounslow Heath, where they dealt with a gentleman for a gold watch," and so forth. On 30th October, 1725, an order was made referring the case for report, on the ground of scandal and impertinence. On 13th November the bill was dismissed with costs on the plaintiff's application. On 29th November the Court confirmed the report (which reported the bill both scandalous and impertinent), and ordered the solicitors of the plaintiff (WILLIAM WHITE and WILLIAM WREATHCOCK) to be attached. On 6th December the solicitors were brought before the Court and fined £50 each. The counsel (one JONATHAN COLLINS) who had signed the bill was ordered to pay the defendant's taxed costs.

The authenticity of *Everet* v. *Williams* having thus (twenty-seven years ago) been completely established, it should no longer be referred to merely as the "Highwaymen's Case," but by the names of the parties in the usual manner. No doubt Mr. Justice DARLING will prefer to cite the case as *Everet* v. *Williams* in future.

Reviews.

Landlord and Tenant.

THE LAW OF LANDLORD AND TENANT, INCLUDING THE PRACTICE IN EJECTMENT AND RENT RESTRICTIONS, WITH AN APPENDIX CONTAINING THE AGRICULTURAL HOLDINGS ACT, 1908; INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACTS, 1915-1919; AND OTHER STATUTES. By JOSEPH HAWORTH REDMAN, Barrister-at-Law. Seventh Edition. Butterworth & Co. 47s. 6d. net.

We doubt whether it was worth while to burden a work of this kind, which many lawyers regard as one of the most useful treatises on the law of landlord and tenant, with references to the Rent Restrictions Acts, and with the text of the Acts themselves. These are merely temporary statutes, and, indeed, as here printed they are already obsolete, and though the general statement of the effect of the obsolete statutes may still be useful, yet it is not to Mr. Redman's work that the practitioner will turn for this information. Misfortune also attends the useful statement of the Land Value Duties in respect of leaseholds. There is I.V.D. in the case of leases for more than fourteen years, and there is reversion duty. The latter duty, after its introduction in 1910, was materially varied by statute, so as to make it workable, but this was no good. The courts found in the wording of the Act of 1910 directions for its calculation which, as it was admitted, knocked the bottom out of it, and the Finance Bill only gives it the *coup de grâce*.

But while the good intentions of the author in including the Restrictions Acts and the Land Value Duties have been frustrated by the intervention of the Legislature, this in no way detracts from the value of his book. Probably few branches of the law are more important in the daily work of the practitioner than the law of landlord and tenant, and Mr. Redman's exposition of it is clear and practical, and is supported by full and informing references to the cases. Thus, in the chapter on Repairs, the nature of an obligation to keep in "good condition," or in "tenantable repair," or in "thorough repair," is well stated, and it is pointed out that none of these expressions has any technical meaning. Practically they are largely a matter for surveyors to estimate and report upon. So far as the courts afford guidance, there are such well-known cases as *Gutteridge* v. *Munyard* (1 M. & Rob. 334), and, recently, *Lurcott* v. *Wakely* (1911, 1 K. B. 905). Here, and in chap. VII., section 4, which deals with the niceties of surrender, express or implied, Mr. Redman's exposition is of permanent value to the practitioner. The text of the statutes in the Appendix is annotated, and in respect of the Agricultural Holdings Act, 1908, in particular, the notes will be found very useful. The Agricultural Land Sales (Restriction, &c.) Act, 1919, is not given in the Appendix, but its effect is stated at p. 666. The present edition of the work will well maintain its reputation.

Books of the Week.

Lunacy.—Heywood and Massey's Lunacy Practice. Part 1. Dissertations, Forms and Precedents. Parts 2 and 3. Such parts of the Lunacy Acts, 1890 to 1911, as Relate to Proceedings before the Masters and Judge in Lunacy, and the Lunacy Rules, fully Annotated, and an Appendix, with Precedents of Bills of Costs. Fifth Edition. By N. ARTHUR HEYWOOD, Solicitor, and RALPH C. ROMER, of the Lunacy Office. Stevens & Sons (Limited). 30s.

Workmen's Compensation.—Workmen's Compensation and Insurance Reports, 1920. Part 1. With Annotated Digest. Edited by W. A. G. WOODS, LL.B., Barrister-at-Law. Annotated Index, by GILBERT STONE, Barrister-at-Law, B.A., LL.B. Stevens & Sons (Limited); Sweet & Maxwell (Limited). Annual subscription 25s., post free.

Hire System.—Supplement to the Fifth Edition of RUSSELL'S Hire Purchase System. By W. G. EARENGEY, Barrister-at-Law, B.A., LL.D. (Lond.). Stevens & Sons (Limited). 3s. 6d. net.

Real Property.—Principles of the Law of Real Property. Intended as a First Book for the Use of Students in Conveyancing. By the late JOSHUA WILLIAMS, Q.C. The Twenty-third Edition.

Re-arranged and partly re-written by his son T. CYPRIAN WILLIAMS, LL.B., Barrister-at-Law. Sweet & Maxwell (Limited). 30s. net.

Statute Law.—On the Interpretation of Statutes. By the late Sir PETER BENSON MAXWELL. Sixth Edition. By W. WYATT-PAINE, Barrister-at-Law. Sweet & Maxwell (Limited) 35s. net.

Death Duties.—Note up to the Sixth Edition of Hanson's Death Duties. By FRANCIS H. L. ERRINGTON, Barrister-at-Law. Containing Cases and Statutes Affecting Death Duties from 1911 to June, 1920 (including those dealt with by the Supplement in 1915). Sweet & Maxwell (Limited). 5s. net.

Trade Marks.—The Trade Marks Act, 1919. With an Introductory Chapter and Notes; also the Trade Marks Act, 1905, as amended by the Trade Marks Act, 1914 and 1919, with Notes and the Trade Marks Rules, 1920. Being a Supplement to the Fourth Edition of Kerly on Trade Marks. By D. M. KERLY, M.A., L.L.B., K.C., and F. G. UNDERHAY, M.A., Barrister-at-Law. Sweet & Maxwell (Limited). 15s. net.

CASES OF THE WEEK.

House of Lords.

WILLIAM BAIRD & CO. (LIM.) v. M'GRAW. 22nd June.

WORKMEN'S COMPENSATION—"ARISING OUT OF AND IN THE COURSE OF THE EMPLOYMENT"—WORKMAN OVERSLEEPS HIMSELF AND DOES NOT GO TO WORK—GOES TO MINE IN THE AFTERNOON TO DRAW HIS WAGES—WHILE WAITING IS INJURED BY RUNAWAY WAGGON—WORKMEN'S COMPENSATION ACT, 1906 (7 ED. 7, C 58), S. 1.

The respondent, a lad employed by the appellants, overslept himself one morning, and did not go to work. It was a Friday, the day on which the hands were paid. He went to the mine in the afternoon, and while waiting about to catch the man who gave out the pay bills, was run over by a runaway waggon and severely injured.

Held, that the accident arose out of and in the course of the employment. Although he was not working that day, his contract of employment had not ceased, and he was entitled to go to the mine to receive the wages due to him.

Appeal by the employers against a decision of the First Division of the Court of Session affirming an award of the Sheriff-Substitute, sitting at Ayr, as arbitrator under the Workmen's Compensation Act, 1906. The facts sufficiently appear from the head note. Counsel for the respondent were not heard.

Lord HALDANE, in moving the appeal should be dismissed, said that authorities had been cited in support of the appellants' case tending to show that in circumstances representing analogies to those now under consideration, the tribunals had held that the claim was not in respect of anything which in those particular cases arose out of and in the course of the employment. He would be loth to make the decision of this case turn upon a meticulous comparison with the circumstances in other cases. The purpose of the statute was that the facts in each case should be looked at broadly, and where there had been an approving judgment of the Court below of the view taken of the facts by the county court judge to be disposed to take the same view of the facts as that judgment did. His lordship then detailed the facts, and said that in the Inner House the First Division took the same view as the Sheriff-Substitute of the law applying to the facts so found, and the question for this House was "Were they right?" It was said, treating the matter as one of principle, that the accident did not arise out of and in the course of the employment—not in the course of the employment because it was obvious that the boy was not actually working at the time; nor out of the employment, because he came there for his own purposes and not for the purpose of his employment. That was the argument. Now it appeared to his lordship that it was a right arising out of the employment of the boy to go and get paid in the usual and proper manner for the work he had done. It was in the course of so going to get paid that he visited the works upon the Friday. True, he did not go there to work, and probably did not expect to work, but he was still one of the appellants' workmen, and he came there, as was his right, to be paid for work done. In these circumstances, what he did was something which arose out of his employment, and if not in the course of his employment to the extent of being a piece of work actually done, it was in the course of his employment in so far as he went there, under the terms which subsisted between him and his employer, to get paid for the work he had done. That being so, and necessarily accepting the finding of the Sheriff-Substitute on the facts, he found himself in agreement with his view of the law, and, further, with the reasons which were given for supporting that view by the learned judge in the Inner House.

Lords FINLAY, CAVE, DUNEDIN, and SHAW gave judgment to the like effect.—COUNSEL, for the appellants, *Morison*, K.A., and *Fenton*; for the respondent, *Moncrieff*, K.C., and *R. C. Henderson*. AGENTS, *J. M. Inglis*, Kilmarnock; *Simpson & Marwick*, W.S., Edinburgh; *Deacon & Co.*, London; *M'Millan & Howie*, Ayr; *Macpherson & Mackay*, W.S., Edinburgh; *John Kennedy*, W.S., Westminster.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

***Re* GARDNER. HUEY *v.* CUNNINGTON.** No 1. 8th July

TRUST—GIFT OF LIFE INTEREST ONLY BY WILL—CAPITAL UNDISPOSED OF—UNATTESTED DOCUMENT STATING INTENTIONS OF TESTATRIX AS TO CAPITAL—EVIDENCE OF ARRANGEMENT WITH LEGATEE—ENFORCEABLE TRUST.

A testatrix by her will gave her husband a life interest in her property, "knowing he will carry out my wishes," and did not dispose of the capital. The husband died a few days after his wife, having left a will which took no effect. A document signed by the wife, but not attested, was found, in which she expressed her wish that "the money I leave to my husband" should go to two nieces and a nephew, and there was independent evidence of her intention expressed in conversation to her husband and assented to by him about the date of the execution of her will.

Held (reversing Eve, J.), *that the husband's next of kin did not take the property, which devolved on him in right of his wife absolutely, but as trustees for the nephew and surviving niece, the husband being bound by an arrangement to which he had assented.*

Johnson v. Ball (5 *De G. & Sm.* 85) *and* Re Gardom (1914, 1 *Ch.* 662) *distinguished.*

Appeal from a decision of Eve, J., on an originating summons (reported 1920, 1 Ch. 501). The testatrix, Mrs. Elfrida Gardner, by her will made on 23rd April, 1919, gave and bequeathed all her real and personal estate to her husband Herbert Gardner "for his use and benefit during his life, knowing that he will carry out my wishes," and appointed her husband sole executor of her will. She died on 9th April, 1919, leaving personal estate only of the value of £3,500. Her husband died on 14th April, 1919, without having proved the will. After his death his wife's will, a copy of his own will and an unattested document written and signed by his wife were found in an envelope in his safe. The husband, by his will made in 1916, purported, in exercise of a power of appointment (which he did not possess), to appoint £1,000 each to Mabel Olive Hope Bayly, May Cunnington and Lancelot Brodrick, and gave his residuary personal estate to his wife, and by a codicil appointed one of the plaintiffs, L. T. Taylor, to be an additional executor and trustee of his will and codicils. The document, in the handwriting of Mrs. Gardner, was dated 27th April, 1909, and was as follows:—"My wishes are, that the money I leave to my husband should, on his death, be equally divided among my nieces and nephew—viz., May Cunnington, Mabel Olive Hope Bayly and Lancelot Brodrick. In the event of May Cunnington not surviving my husband, then the money to be divided between M. O. H. Bayly and L. Brodrick in equal parts." M. O. H. Bayly died on 9th October, 1917. The plaintiffs, as executors of the will of Herbert Gardner, took out this summons to have it determined whether there was a trust created of the wife's residuary estate in favour of May Cunnington and L. Brodrick, or whether it passed to the husband's next of kin absolutely as upon her death intestate. There was evidence by one of the plaintiffs, Mrs. Whitlock, that in 1909, about the date of Mrs. Gardner's will, she was present when a conversation took place in which Mrs. Gardner said to her, in her husband's presence, that her property was, after her husband's death, to be equally divided between her two nieces and nephew before named, and her husband signified that he assented to her intention. The plaintiff Taylor gave evidence as to the finding of the will and other documents in the husband's safe. Eve, J., held that assuming the testatrix intended in her will to refer to the capital of her estate in speaking of her husband's knowledge as to her wishes, there was no enforceable trust created, as there was no evidence that the terms of the trust were disclosed and communicated to the legatee at or before the execution of the will. He followed the decision in *Johnson* v. *Ball* (5 De G. & Sm. 85, 91). The surviving niece and nephew appealed.

THE COURT allowed the appeal.

Lord STERNDALE, M.R., said that the appeal was occasioned by a will and another document made in a rather unsatisfactory form. (His lordship read the will and proceeded.) The will disposed of a life interest only, and as to anything beyond that life interest, nothing in the will affected it. The husband died only five days after his wife's death, and so no question arose in his lifetime as to what he would have done with his wife's capital which passed to him as undisposed of by the will. But it was said that he could only dispose of it on the terms of complying with certain wishes which his wife had expressed to him in her lifetime, and to which he had assented. There was evidence by Mrs. Whitlock and Mr. Taylor as to those wishes. The conversation deposed to by the former might have taken place either before or after the execution of the will, but for the purposes of the case he (his lordship) would assume it took place after the date of the will. The document found by Mr. Taylor spoke of "the money I leave to my husband." The testatrix only left her husband a life interest in her money, but she must be taken to have known that the result of not leaving the capital to anyone else would be that he would get it. The question now was whether there was a good trust for the benefit of the nephew and nieces of the testatrix. The position was just the same as if there had been no gift at all by will to the husband for his life, but the whole had passed to him upon his wife's intestacy with an intimation from her that he was only to have a life interest therein. In that case there could be no doubt

that the person getting the money would be bound to act in accordance with the intentions expressed, and the husband's next of kin in the present case were equally bound. The authorities which had been relied on by the respondents did not seem to apply to the case. The obligation resting on the husband and his next of kin arose from his having taken property in accordance with an undertaking to dispose of it in a certain way. He took the capital as a trustee for the nephew and nieces of the testatrix. It was said, however, and rightly said, that trusts must be clear and defined, and that there was a difference between Mrs. Whitlock's evidence and the document found, because Mrs. Whitlock did not say what was to happen if one of the nieces predeceased the testatrix. He (his lordship) did not think there was any discrepancy, as Mrs. Whitlock did not purport to give all the details of the gift. The appeal, therefore, should be allowed.

WARRINGTON, L.J., and YOUNGER, L.J., delivered judgment to the same effect, the former quoting a passage from the judgment of Lord Davey in *French* v. *French* (1902, 1 Ir. Rep. 172, 230), and observing that *Johnson* v. *Ball* (5 De G. & Sm. 85) and *Re Gardom* (1914, 1 Ch. 662) were both cases where the person on whom it was sought to impose the trust did not take the property for his own benefit but only as a trustee.—COUNSEL, *C. J. Farwell; C. D. Myles; H. T. Methold.* SOLICITORS, *N. Orfeur*, for *Cunnington, Son & Orfeur*, Braintree; *Ernest W. Essell*, for *C. A. Gardner*, Canterbury; *Burgess, Taylor, & Tryon.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* DOXAT. DOXAT *v.* DOXAT. Sargant, J. 30th June.**

WILL—CONSTRUCTION—ANNUITY—FREE OF INCOME TAX AND OF ALL OTHER DEDUCTIONS—SUPER-TAX—FINANCE ACT, 1914 (4 & 5 GEO. 5, C. 10), S. 3.

A bequest of an annuity "free of income tax and of all other deductions," is a bequest of an annuity free of super-tax.

Re Crawshay (1915, *W. N.* 412) *distinguished.*

In such a case as the above, the income of the residuary estate must bear such proportion of the total super-tax payable by the annuitant as the annuity with the income tax thereon added thereto bears to the total amount of the income of the annuitant assessed for super-tax.

Re Bowring (1918, *W. N.* 265) *applied.*

This was an originating summons, asking two questions: (1) Whether an annuity given to the testator's widow was free of any, and what part, of the super-tax paying in respect of her total income; and (2) if the answer was in the affirmative, the proper mode of reckoning the amount to be allowed or paid in respect of super-tax should be that the residuary estate or the income thereof must pay such proportion of the super-tax payable by the widow as the annuity, together with the income tax thereon, should from time to time bear to the total amount at which she would be assessed for super-tax. The facts were as follows:—E. T. Doxat, by his will, dated 1811, gave to his wife for her absolute use and benefit the sum of £50,000 free of legacy duty, with interest thereon at 4 per cent. from the date of his death until payment in 1917. By codicil he revoked the legacy, and in lieu thereof bequeathed to his wife £5,000 free of legacy duty, and continued as follows:—"I give to my said wife an annuity of £2,500 during her life free of income tax and of all other deductions, the same annuity to be paid by equal quarterly payments, the first quarterly payment to be made at the expiration of three calendar months from my death. I direct my trustees to set aside in their names a portion of the securities forming my residuary estate to form a fund, the income of which will be fully sufficient to provide the said annuity and the income tax payable in respect of the same. I direct that in creating such fund my trustee shall provide an ample margin, so that the due payment of the said annuity, free of income tax, may be absolutely secured to my said wife. I declare that when such fund has been set aside the same shall be a complete satisfaction of the trust to provide for such annuity, and that from and after the death of my said wife the said fund shall fall into and form part of my residuary estate," and the testator further directed that accumulation of this fund should devolve of income of residue after his death. His executors set aside to answer the annuity £90,000 Exchequer bonds, and £7,500 National War Bonds. The gross annual income without deduction of income tax of the testator's widow, other than and apart from the annuity so bequeathed to her, was about £2,070. The widow contended that super tax must be deducted, and the residuary legatees contended the contrary.

SARGANT, J., after stating the facts, said the testator knew that after his death his widow would be subject to some super-tax. Super-tax, according to statute, is only additional income tax. The difference between the two is in the mode of collecting, and apart from that the legal position of the two taxes is substantially the same. This being so, it would be curious if the words "all other deductions" should be held to diminish the force of the previous words. *Re Crawshay* (*supra*) does not establish any general principle, and the language of the will there is different to that of the codicil here. Supposing that income tax was partly paid and partly deducted, both sums would have to be regarded. The widow is entitled to the naked amount of the annuity free from both income tax and super-tax, and following *Re Bowring* (*supra*), I hold that the income of the residuary estate must bear such proportion of the total super-tax paying by the widow as the annuity, with the income tax thereon added thereto, bears to the total amount of her income assessed for the purposes of super-tax.—COUNSEL, *N. C. Armitage; W. A. Peck; A. C. Nesbitt.* SOLICITORS, *Capel-Cure & Ball.*

[Reported by LEONARD MAY, Barrister-at-Law.]

***Re* CONYNGHAM. CONYNGHAM *v.* CONYNGHAM.**

WILL—REAL ESTATE—EQUITABLE LIMITATIONS—LEGAL LIMITATIONS—REVOCATION OF FIRST LIFE ESTATE—FIRST ESTATE TAIL NOT YET IN ESSE—SECOND LIFE ESTATE ACCELERATED IN MEANWHILE.

Where a testator devised his estates to the use of his trustees upon trust after making certain payments out of the income thereof to A for life, with remainder to the use of A's first and other sons successively according to seniority in tail male, with remainder to the use of B for life, with divers remainders over, and subsequently by codicil revoked the devise to A for life, and in lieu thereof devised the estate to the use of the trustees during A's life upon trust out of the income thereof to pay him a certain annuity, and A at the time of the testator's death was married but had no children,

Held, that pending the birth of A's son, the infant B was entitled to the surplus rents in the hands of the trustees. The limitations being equitable limitations there was no difficulty in carrying out the testator's intention, even though it did involve an elaborate system of springing and shifting uses.

Re Willis (1917, 1 *Ch.* 365) *applied.*

This was a question whether, on the true construction of the will and codicil of the testator and in the events that had happened, the surplus rents and profits of the Kent estates, pending the birth of a son, went to the plaintiff as heir-at-law, or whether, pending that event, the infant's life estate in remainder was accelerated. The facts were as follows:—By his will in 1915 the testator devised his Irish estates to his trustees, to the use of the plaintiff for life, with remainder to the use of the plaintiff's first and other sons successively, according to seniority in tail male with remainder to the use of the infant defendant for life, with divers remainders over in strict settlement, and an ultimate remainder to the testator's own right heirs. The testator devised his Kent estates to the use of his trustees upon trust to manage the same, with the full powers of absolute owners, including power to raise money by mortgage for the purpose of paying off mortgage debts, incumbrances, costs and expenses, and subject thereto and to the payment of certain annuities out of the income thereof he devised the Kent estates to the uses of his Irish estates. He also by his will appointed his trustees to be trustees for the purposes of the Settled Land Acts. In 1916 the testator, by a codicil which recited that he had devised his Irish estates to the use of the plaintiff for life, revoked the said devise and all other benefits given to the plaintiff by his will, and in lieu thereof he devised the same to the use of his trustees during the plaintiff's life upon trust out of the income to pay him a certain annuity. The codicil in all other respects confirmed the will. In 1918 the testator died a bachelor, the plaintiff was his heir-at-law; the plaintiff was married, but had no children.

ASTBURY, J., after stating the facts and discussing the cases dealing with equitable and legal limitations, including *Carrick* v. *Errington* (1728, 2 P. W. 361, and 5 Bro. P. C. 391), *Re Scott* (1911, 2 Ch. 374), and *Re Willis* (*supra*), said:—All the authorities have been discussed by Younger, J., in his considered judgment in *Re Willis*, and it is my duty to follow it. In that case the equitable life estate was disclaimed, but Younger, J., on the construction of the will held that the testator intended to make an exhausted disposition of his property away from his heir, except under the ultimate remainder, and that there was no difficulty in carrying out that intention by accelerating the vested remainder until the previous contingent remainder came into being. The present case follows *a fortiori*, as the plaintiff's life estate has not ceased by disclaimer after the testator's death, but owing to the testator's own act of revocation it was never created, and if *Re Willis* is right it would be extravagant to hold that there was an intestacy during the plaintiff's life until a son was born. It was contended that the court would not construct an elaborate system of springing and shifting uses, taking the estate away from the vested remainder on the birth of the plaintiff's son, and then back again if he died until another son was born, and so on, seeing that the testator never thought of such limitations. That may be a difficulty in the case of legal limitations, but here the real estate is in the trustees who received the rents, and there is no difficulty in carrying out the testator's intention to make an effective disposition of the property. There will, therefore, be a declaration that, pending the birth of the plaintiff's son, the infant life tenant is entitled to the surplus rents of the Kent estates in the hands of the trustees.—COUNSEL, *Maughan*, K.C., *Hildyard*, K.C., and *F. McMullan; Micklem*, K.C., and *L. W. Byrne; Luxmoore*, K.C., *Dighton Pollock* and *Droop.* SOLICITORS, *Gustavus Thompson & Sons; Rowle, Johnstone & Co.*, for *Finch, Johnson & Co.*, Preston; *Saltwell & Co.*

[Reported by LEONARD MAY, Barrister-at-Law.]

High Court—King's Bench Division.

LEBEAUPIN v. RICHARD CRISPIN & CO. McCardie, J. 18th June.

CONTRACT—SALE OF GOODS—FORCE MAJEURE—DAMAGES—RATE OF EXCHANGE.

Two contracts made in May, 1917, between the buyer, M. Lebeaupin, and the sellers, Richard Crispin & Co., provided for the supply under each contract of 2,500 cases of "British Columbia Fraser River Salmon." The first of these contracts contained the following words:—"The salmon to be the first 2,500 cases of ½-lb. flat pinks packed by the St. Mungo Cannery, Fraser River, during the season of 1917." The second contract contained the following words:—"The salmon to be the first 2,500 cases of ½-lb. flat pinks packed by the Acme Cannery, Fraser River, during the season of 1917." Each contract contained an exception clause as follows:—"In the event of the destruction, or partial destruction, of the cannery plant or material, or the packing being interfered with or stopped, or falling short through short run of fish . . . or from any cause not under the control of the canners or shippers causing non-arrival at destination . . . the contract to be cancelled in respect of such non-delivery or part non-delivery, as the case may be." Then appeared in large letters the words, "subject to force majeure."

In the season of 1917 there was an excellent run of fish on the Fraser River, and the above-named St. Mungo Company began to pack the salmon into the half-pound tins, but they found that these tins, which had been supplied to them by the American Canning Company, were defective; they ceased to pack into half-pound tins; and before they could get a new supply of half-pound tins the run of salmon had practically ceased. These defects could not have been found out until the tins were used, and the St. Mungo Company had no reason to suspect them until they used them, but they might have been used, and so tested, at an earlier date.

In the case of the Acme Company ample fish existed in the season of 1917 to enable them to pack 2,500 cases of half-pound flat pinks, and they had a full supply of half-pound tins. They had also a large number of one-pound tins which were getting rusty when the fish began to run. They, therefore, filled the one-pound tins first to the extent of over 3,700 cases, to avoid the loss of these one-pound tins, and before they could proceed to fill the half-pound tins the run of fish ceased, and they were unable to prepare half-pound tins at all. The cessation of the run was in no way abnormal.

Owing to the failure of the canning companies to deliver, the sellers were unable to perform their contracts with the buyers, and the dispute between the parties was submitted to arbitration. The umpire held that the buyers were entitled to 12,500 dollars as damages from the sellers, and he directed that the sellers should pay in sterling at the rate of exchange of sterling for dollars ruling at the date of his award.

Held, that there was no failure of the subject-matter, and that the sellers could not rely on the exception clause in the contracts, or on the defence of force majeure, *as the non-delivery of the goods arose from causes under the control of the canners or shippers.*

Held, also, that the damages must be assessed according to the rate of exchange between sterling and dollars ruling at the time of the breach of the contract, and not at the date of the award.

The facts in the above case, an award stated in the form of a special case, which came before McCardie, J., are fully set out in the headnote. The judgment of McCardie, J., so far as it dealt with the question of assessing damages according to the rate of exchange, was as follows:—

MCCARDIE, J.—The final point, and an important one, arose upon the award of the umpire, directing that the sellers should pay 12,500 dollars in sterling at the rate of exchange of sterling for dollars ruling upon the date of his award. He (McCardie, J.) thought the umpire rightly interpreted the view of Roche, J., in *Kirsch & Co.* v. *Allen, Harding, & Co.* (1919, W. N. 301, 25 Com. Cas. 63), where he held that the time of the judgment was that for calculating the exchange. It was clear, he (McCardie, J.) thought, that Roche, J., now doubted the correctness of that view: see *Di Ferdinando* v. *Simon* (1920, W. N. 151). It was equally clear that Bailhache, J., differed from Roche, J., in *Kirsch & Co.* v. *Allen, Harding, & Co.* (*supra*). In *Barry* v. *Van den Hurk* (*ante*, p. 602; 1920, W. N. 210), Bailhache, J., held that it was immaterial whether it was the buyer or the seller who was in default in carrying out the contract, and that in either case the damages must be fixed as at the date of the default. He (McCardie, J.) thought the view of Bailhache, J., was right. To hold otherwise would produce extraordinary results. The damages payable would depend partly on the date when the plaintiff issued his writ, partly on the length of the interlocutory proceedings, and on a number of other contingencies. If the damages were fixed at the date of breach, where the contract was wholly to be performed in England, such also, he (McCardie, J.) thought should be the case where the breach was out of England. If the damages were once crystallized at the date of breach, then a definite date was given for the ascertainment of exchange, and the amount found payable at the hearing was awarded without regard to the fluctuations of the possible date of trial. He found, indeed, that with regard to debt the matter seemed to be settled by *Scott* v. *Bevan* (1831, 2 B. & Ad. 78), where, in an action brought in England for the value of a given sum of Jamaica currency upon a judgment obtained in that island, the Court held that the value was that sum in sterling which the currency would have produced according to the actual rate of exchange between Jamaica and England at the date of the judgment. He (McCardie, J.) confessed that he found it difficult to follow the ratio of that decision, and he respectfully concurred with Lord Tenterden when he said (at p. 85), "Speaking for myself, personally, I must say that I still hesitate as to the propriety of this conclusion." Apparently, *Scott* v. *Bevan* (*supra*) was regarded by some as conformable to the view of Lord Eldon in *Cash* v. *Kennion* (1805, 11 Vesey, 314). He (McCardie, J.) ventured to take the opposite view; for Lord Eldon said there: "I cannot bring myself to doubt that where a man agrees to pay £100 in London upon 1st January, he ought to have that sum there upon that day. If he fails in that contract, wherever the creditor sues him, the law of that country ought to give him just as much as he would have had if the contract had been performed. But the result of *Scott* v. *Bevan* (*supra*) is that a plaintiff, if the rate of exchange is to be taken as at the date of judgment, may get far more or far less, as the case may be, than the amount he would have had if the contract had been performed." He (McCardie, J.) could not elicit any guiding principle from *Manners* v. *Pearson* (1898, 1 Ch. 581), which was, moreover, a case of debt, and not of ordinary damages for breach of contract. Whatever might be the rule with regard to a claim for a liquidated sum, he could find no decision, apart from that of Roche, J., in *Kirsch* v. *Allen, Harding, & Co.* (*supra*), which indicated that where a claim was made for damages for breach of contract to deliver goods, the date of the judgment, rather than the date of the breach, should be taken as the time at which the rate of exchange was to be ascertained. He (McCardie, J.) respectfully adopted the view of Bailhache, J., in *Barry* v. *Van den Hurk* (*supra*), and held that in the present case the rate of exchange was to be ascertained as at the date of the breach—namely, 30th September, 1917—and not at the date of the award. In so holding, he thought that he should be really acting upon the present views of Roche, J., and probably on the actual views of the umpire himself. It followed that clause 11 of the award must be varied as above stated. With regard to the costs of the special case, the buyer had succeeded in maintaining the award of damages in his favour. The sellers had, however, succeeded in securing an important variation of clause 11 of the award. Justice would be done if he directed that the sellers should pay to the buyer three-fifths of his costs of the special case.—COUNSEL, *Raeburn*, K.C., *Le Quesne*, and *D. C. Moncrieff*, for the sellers; *Neilson*, K.C., and *H. J. P. Hallett*, for the buyers. SOLICITORS, *Wilson & Son; Waterhouse & Co.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

Supreme Court, England—Procedure.

THE RULES OF THE SUPREME COURT (WOMEN JURORS), 1920.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. The following Rule shall be added in Order XXXVI. immediately after Rule 9, viz.:—

9a (1) All jury precepts, warrants, writs, lists and returns required to be issued or made under the Juries Acts, or any of them, shall include all women qualified and liable to serve as jurors, and the jurors' books shall be made up accordingly.

(2) All persons qualified and liable to serve as jurors shall be summoned to serve on juries without distinction of sex, but otherwise as heretofore; provided that a husband and wife shall not both be summoned to serve on the same occasion.

(3) The number of women appearing upon any panel of jurors shall be in the same proportion, as near as may be, to the number of men appearing thereon as the total number of women is to the total number of men in the jurors' books or other list of jurors from which the panel is drawn.

Provided that it shall be the duty of the Under-Sheriff or other person upon whom is cast the duty of summoning jurors to secure that, wherever possible, there shall not be less than fourteen women upon the jury panel.

Provided also that this Rule shall not apply to Grand Juries.

(4) On every trial by jury, the jury shall be selected from the panel by ballot in manner prescribed by Section 26 of the Juries Act, 1825; provided that this Rule shall be without prejudice to the power of the Court under Section 17 of Juries Act, 1870, to order that a Special Jury be struck according to the practice then prevailing; provided also that this Rule shall not apply to Grand Juries.

(5) Upon every jury summons served upon a woman there shall appear a notice that she may apply to the Summoning Officer for exemption from attendance as a juror on account of pregnancy or other feminine condition or ailment provided that such application is received by the Summoning Officer within three days of the receipt of the Jury Summons by the applicant.

(6) The Under-Sheriff or other person upon whom is cast the duty of forming the Jury Panels may in his discretion exempt from attendance any woman who has been summoned to serve as juror, if he is satisfied by medical certificate or otherwise that on account of pregnancy or some other feminine condition or ailment she is, or will be, unfit to serve.

(7) In any civil cause, matter or issue to be tried in the High

Court of Justice in London or at the Assizes with a Jury, an application under Section 1 (*b*) of the Sex Disqualification (Removal) Act, 1919, that the jury shall be composed of men only or of women only shall be made whenever possible by summons to be served not less than one clear day before the hearing of the application to the judge in whose list the case stands for hearing or to whom the case has been definitely assigned for trial; or, if such application by summons is not practicable, may be made to the judge at the trial.

2. These Rules may be cited as the Rules of the Supreme Court (Women Jurors), 1920.

And we hereby certify under the Rules Publication Act, 1893, that on account of urgency these Rules should come into operation on the fifteenth day of July, 1920, and we make the said Rules to come into operation on that day as Provisional Rules.

Dated the 12th day of July.

READING, C.J.
STERNDALE, M.R.
HENRY E. DUKE, P.
CHARLES H. SARGANT, J.
P. OGDEN LAWRENCE, J.
E. W. HANSELL.
C. H. MORTON.
ROGER GREGORY.

[On going to press we have received a copy of County Court Rules under the new Rent Restriction Act, which came into operation on the 15th inst.]

Board of Trade Order.

THE PROFITEERING ACTS, 1919 AND 1920, ORDER (No. 11).

[*Recital.*]

Now, therefore, the Board of Trade do hereby declare that the articles of food set out in the Schedule annexed hereto are articles of a kind in common use by the public, and do hereby order that Section 1 of the Profiteering Act, 1919 (9 & 10 Geo. 5, c. 66), as amended by the Profiteering (Amendment) Act, 1920 (10 & 11 Geo. 5, c. 13), shall apply to each article of food specifically mentioned in the Schedule hereto.

This Order shall come into force as from the twelfth day of July, 1920, and may be cited as the Profiteering Acts, 1919 and 1920, Order (No. 11).

SCHEDULE.

The following articles of food (included in this Schedule by agreement with the Food Controller):—

46. Home-killed Butcher's Meat.
47. Imported Mutton.

9th July. [*Gazette*, 13th July.

Ministry of Food Orders.

THE IMPORTED ONIONS ORDER, 1918.

Notice of Revocation.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 30th June, 1920, the Imported Onions Order, 1918, as amended [S.R. & O., Nos. 1210 & 1705 of 1918 and No. 324 of 1919], but without prejudice to any proceedings in respect of any contravention thereof.

18th June.

NOTICE OF REVOCATION OF CERTAIN ORDERS RELATING TO MEAT.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders as follows:—

1. The Orders specified in the Schedule hereto and the Bacon (Prohibition of Export) Order, 1918 [S.R. & O., No. 409 of 1918], except so far as it relates to bacon, ham and lard, are hereby revoked as on the 4th July, 1920, but without prejudice to any proceedings in respect of any contravention thereof.

2. On the 2nd and 3rd July, 1920, any beast or sheep may be slaughtered free from the restrictions imposed by Clause 2 of the Live Stock (Sales) Order, 1920.

22nd June.

The Schedule.

S.R. & O.:

No. 520 of 1917.	The Meat (Sales) Order, 1917.
No. 196 of 1918.	The Meat (Licensing of Wholesale Dealers) Order, 1918.
No. 279 of 1918.	The London Central Markets Order, 1918.
No. 580 of 1918.	The Meat (Licensing of Export) (Ireland) Order, 1918.
No. 1495 of 1918.	The Live Stock (Restriction on Shipment to Channel Islands) Order, 1918.
No. 1638 of 1918.	The Meat (Dealers' Restriction) Order, 1918.
No. 1317 & 1681 of 1919 and No. 160 of 1920.	The Live Stock (Sales) Order, 1919.
No. 1358 of 1919.	The Imported Meat (Requisition) Order, 1919.
No. 1827 of 1919.	The Imported Offals (Restriction of Delivery) Order, 1919.

Societies.

The Law Society.

ANNUAL MEETING.

The annual meeting of the Law Society was held at the Society's Hall, Chancery-lane, on Friday, the 9th inst., the Vice-President, Mr. Charles Henry Morton (Liverpool), taking the chair. The following members of the Council were among those present:—Mr. Alfred John Morton Ball (Stroud, Gloucestershire), Mr. John James Dumville Botterell, Mr. John Wreford Budd, Mr. Alfred Henry Coley (Birmingham), Mr. Cecil Allen Coward, Sir Homewood Crawford, Mr. Thomas Eggar (Brighton), Mr. Samuel Garrett, Mr. Herbert Gibson, Mr. William Maymouth Gibson (Newcastle-upon-Tyne), Mr. Charles Goddard, Mr. Arthur Murray Ingledew (Cardiff), Mr. Philip Hubert Martineau, Mr. Charles Gibbons May, Mr. Robert Chancellor Nesbitt, Mr. William Henry Norton (Manchester), Mr. Alexander Paris (Southampton), Mr. Arthur Copson Peake (Leeds), Mr. Richard Alfred Pinsent (Birmingham), Mr. Reginald Ward Edward Lane Poole, Sir Albert Kaye Rollitt, LL.D., D.C.L., Litt.D. (Chertsey), Mr. George William Rowe, Mr. Charles Leopold Samson, and Sir Walter Trower, Mr. E. R. Cook (secretary), and Mr. H. E. Jones (assistant secretary).

PRESIDENT'S ILLNESS.

The VICE-PRESIDENT said he should like to explain that the President, Mr. Sharpe, was unavoidably absent, to the Council's great regret. He was sure they would share that regret with the Council, especially because his absence was caused by illness. He had been advised by his medical adviser to take a prolonged and complete rest, and that prevented him from being at the meeting. During his year of office Mr. Sharpe had taken a very keen and continuous interest in the work of the Society. No one would be more disappointed than he that he was not able to be present. He had written a letter, in which he had asked him (the Vice-President) to apologise on his behalf for his absence. He hoped they would allow him to send a message of regret and sympathy with Mr. Sharpe in his illness, and to express the earnest hope that he might shortly be restored to complete health.

PRESIDENT AND VICE-PRESIDENT.

The Vice-President was elected President for the ensuing year.

The VICE-PRESIDENT declared Mr. J. J. D. Botterell (St. Mary Axe) elected as Vice-President for the ensuing year. For himself, he said he should like to express his sense of the compliment his professional brethren had paid him in making him President. It was the greatest honour the Society could pay to any one of its members. He recognized the great responsibility that attached to the office and the difficulty of fulfilling it. It demanded much time, attention and physical energy to carry out the duties successfully. He thought he had a large, perhaps a greater, experience than most of his colleagues on the Council, in that it was forty-five years since he was first elected secretary of the Liverpool Law Society, and he had been a member of that body continuously ever since that date. He had also been thirty-eight years secretary of the Associated Provincial Law Societies, a body which comprised some sixty country societies, and which had worked continuously with the Council; and of the Council he had been a member some twelve years. He had also been a member of the Supreme Court Rule Committee some twelve years. He had very frequently been a witness before Government Departmental Committees, giving evidence on behalf of the Society. He thought, therefore, he had perhaps served an apprenticeship which would enable him to fulfil the duties of the office. He did not know whether he possessed the requisite quality of leadership. He would know more about that twelve months hence, and whether he had been a failure or not. Of this he could assure them, that if it were not his to command success, at least he would endeavour to deserve it. He would do his very best, and, as they knew, the best could do no

more. The new Vice-President was the most distinguished head of an eminent firm. He had many friends amongst those present. It needed no words of his to commend him to them, but he should like to say that he considered the Society was fortunate and to be congratulated that Mr. Botterell had seen his way to accept office.

Mr. Botterell, in returning thanks, said he was afraid he did not quite deserve the commendation the President had been good enough to give to him. He was very much obliged to his colleagues for electing him to the position of Vice-Chairman, and he would do his best to discharge the duties of the office satisfactorily.

Election of Council.

The Vice-President said that there were twelve vacancies on the Council, ten of which were caused by the retirement in rotation of members under the rules, one by the death of Mr. Frank Marshall (Newcastle), and one by the retirement of Sir William Winterbotham. Fourteen candidates had been nominated, but letters had been received from Mr. Hugh de Heriz Whatton and from Mr. Henry Paterson Gisborne, withdrawing their candidature. He declared the remaining candidates duly elected as follows:—Mr. Alfred John Morton Ball (Stroud, Gloucestershire), Mr. Lewin Bampfield Carslake, Mr. Robert William Dibdin, Mr. Herbert Gibson, Mr. Charles Goddard, Mr. Leonard William North Hickley, Sir William Hargreaves Leese, Bart., Mr. Robert Chancellor Nesbitt, Mr. Arthur Copson Peake (Leeds), Mr. George William Rowe, Mr. William Arthur Sharpe and Mr. Benjamin Arthur Wightman, M.A., LL.M. (Sheffield).

Thus the whole of the candidates who retired have been re-elected, with the addition of Mr. L. W. N Hickley and Mr. B. A. Wightman (Sheffield).

Auditors.

The following were elected as auditors of the Society's accounts:—Mr. John Stephens Chappelow, F.C.A., Mr. Malcolm John Henderson and Mr. Gerald Cook Rodgers Marshall.

Accounts.

Sir Walter Trower (Chairman of the Finance Committee) moved the adoption of the accounts. He said he had very little to add to the paragraphs relating to the finances which appeared in the report of the Council. He was glad that the accounts this year showed a surplus, and he was particularly glad, as this was the last time he should have the opportunity of addressing them as Chairman of the Finance Committee. But that surplus was largely due to examination fees which had been received from articled clerks who had returned from the war, and who had now entered the ranks of the profession. He had frequently pointed out that as the number of students who were articled during the war was small, it followed that in subsequent years there must be a corresponding decrease in examination fees. Owing to this fact, and to the necessary increase in salaries and fees to tutors and lecturers and to the increase in rates, taxes and stamps, as well as to the rise in the cost of printing and stationery and of repairs to and the maintenance of the Society's building, there was likely to be a deficit on the revenue account of between £2,000 and £3,000 this year, and, if the subscriptions had not been raised, to about £4,000 next year. But for the increased subscriptions which, owing to this fact, the Council were compelled to ask for, and to the fact of the close time during the war, the deficit would have been largely increased during the following year. That was the reason why they had been compelled to raise the subscription. The Council had never before asked the members to increase their subscriptions, and he was sure that they would generously and heartily make the increased payment. There was, however, one bright spot on the horizon, and that was the number of members at the present time exceeded the number immediately preceding the war, and he thought that was a very satisfactory position. It was the more satisfactory when the fact was taken into consideration that the number of solicitors who took out practising certificates had fallen from 16,758 for the year 1913, at which time the number of members reached the maximum pre-war figures, to 14,380 for the last year.

Legal Education.

They had to consider the question of maintaining and improving the standard of legal education. The necessity to spend more money for this purpose led him to say a few words in reference to the schools for such education. It was, he ventured to assert, incumbent upon both branches of the profession to set their houses in order and to put legal education on a sound and permanent basis by establishing a school of law in London. He submitted that, if the more ambitious schemes of Lord Selborne and Lord Finlay could not as yet be accomplished, the schools of the Inns of Court and the Law Society might be united, so as to form one efficient school, and he hoped that the Bar would seriously entertain a proposal of this kind. Such a union would be in accordance with historic precedent, and would, in effect, be restoring the school or university constituted in former days by the Inns of Court and the Inns of Chancery. The arguments in favour of a school of law had been so persistently urged by the Council that he did not propose on this occasion to recapitulate them, but he earnestly hoped that some arrangement might be made for a meeting between the Bar and the Society, and that the amalgamation of the two schools might be seriously taken into consideration at an early date. There he proposed, for the present, to leave the question. He hoped that after the vacation it would be seriously taken into consideration.

Mr. Botterell seconded the motion.

Mr. E. A. Bell (London) said he had listened with respect and admiration to the lucid explanation of the accounts given by the Chairman of the Finance Committee. He recognised that the society must receive a larger income, but he submitted that possibly it might pay out less than it does. He urged that the real income of the society was not £30,688, but, in reality, something like £3,663. The sum of £30,668 was given as the total income, but if they took away from that amount what appeared to be an accountancy expedient of putting down nominal rent, £7,624, which was equalised on the other side of the account by two items, one charged on the expenditure side of £5,774 so far as the Society's accounts were concerned, and the other on the articled clerks' account of £1,850, which was, strange to say, exactly what was put down on the income side. So if from the £30,000 income were eliminated what was called nominal rent, which did not exist, that brought it to £23,044. If from that were taken the debit balance of the articled clerks' account, £1,096, and also the necessary expenditure "salaries to officers, clerks, servants, and pensions," which appeared on the expenditure side of the Society account and of the articled clerks' account—though "pensions" were kept out in the latter case—that came to the large sum of £14,272. Then, taking away further the necessary sum for rates and taxes, £4,000, and adding the sums he had mentioned, the minus quantities of £1,000, and salaries and pensions and the rates and taxes came to £19,381. Taking away that amount from £23,044, the balance left was £3,663. That was not the Society's money. Some portion of that was rather a dubious quantity—namely, the Government grant, which represented £2,115, really the balance of the expenses connected with proceedings taken by the Discipline Committee, it would leave for rates, taxes and so on £1,548—if the Government grants were taken away. With a situation like that it was necessary that there should be an increase of the members' subscriptions. But if they looked on the expenditure side there was a considerable item, £14,272, for the salaries and wages and pensions. He found that in 1914 the sum was £11,600, so the amount had gone up £3,000 since 1914. He had taken the opportunity of informing the Secretary that he should ask a question as to what that large figure represented, and he had asked how much of £14,272 represented salaries, and how much pensions? Then he wished to know what part of the expenditure on pensions—and with regard to this he felt he was expressing the opinion of others—was for pensions they were only too glad to pay? He had looked to see where the Society could increase its income in some fair and equitable and responsible manner.

Catering.

He had looked at the accounts in order to see if the Society received anything from the catering, but he saw nothing. He would yield to no one in his admiration of the catering. He supposed the profits arising therefrom were retained and regarded as remuneration for such catering. That was not quite the way things were done in some establishments of which some of them must have knowledge, where a certain sum was paid by the caterer for the privilege of using the building, and he was enabled to make a proper profit for the services he rendered.

Annual Report.

Then, again, there was the expenditure for the annual report. He found that the cost of each copy was one shilling, that was to say 15,000 shillings for the copies of the annual report. He happened to know that other associations—he would not be invidious by mentioning which—issued reports not in so portentous and eloquent a form, and it did seem to him that the expenditure might be reduced

in this particular. The expenditure that was incurred in sending out this rather expensive document might be saved by making the report available for the members to read at the Society's Hall, instead of sending it all over the country, with the probable result that 50 per cent. of the copies went into the waste-paper basket. It seemed to him that the Society were casting their priceless gems before some who were unable to appreciate them. Some economy might be practised there which might enable the Society to have a little larger balance than the £3,663, which he thought was really the surplus income of the Society.

NEWSPAPERS.

He hoped that what he had suggested would have the effect of reducing the unnecessary expenditure, and any balance thus saved might be applied in increasing the area of the newspapers supplied to the Reading Hall. He observed that a number of papers of a responsible and respectable character were absent. It might be a reasonable thing that if funds were available, instead of expending something like £100 a year only for journalistic literature, it might be possible for the Council to consider whether that amount might not be greatly increased, especially as the days of the war were over, and a number of veterans, whom they all welcomed, had come back, which would increase the number of those who would wish to use the Reading Hall. He frequently noticed that the veterans especially seemed to be looking for newspapers that they could not find.

Sir WALTER TROWER said that, with regard to the item for salaries and pensions, £14,000, £3,753 was all that was charged to the Society for pensions, including the pensions to the Society's two late Secretaries, Mr. Williamson—and he was sure no one would grudge the pension to Mr. Williamson after forty years' service—and Mr. Bucknill, and these acounted very largely for the amount. With regard to the item of nominal rent of the Society, that was simply charged for the purpose of distributing between the Society and the articled clerks the rent for the actual room which they occupied in the building. The item was carefully dealt with, the Society took its own share, and the articled clerks were charged with the rent of the premises which they actually occupied. With regard to the catering, it was quite true that the caterer did not pay anything for the use of the rooms. It was always very difficult to make a luncheon club pay its way. The caterer's accounts were very carefully considered, and it was thought that the profit he made, which was not a large one, was not more, in fact, than he ought to receive for the very efficient service which he rendered to the Society. He thought that the caterer's department was one of the great successes of the institution. With regard to the annual report, it had always been circulated every year as the means of communication between the Council and the members of the Society, and, so far as the Council knew, it had always been considered as a boon, especially in the country. He thought it was desirable that the work of the Council should be known to the members every year. It was not circulated to 15,000 members. Unfortunately the Society had not 15,000 members. It was only circulated to the 9,000 members of the Society, and he thought that they would have serious reason to complain if the report were not sent to them. With regard to the newspapers, the Council had been very carefully considering the matter every year, and of course during the war, when the number of journals was cut down to a minimum. It was only by extreme economy during the war that the Society was enabled to carry on and not incur any debt, but if the Society, as he hoped, should shortly get into smoother water as regarded finances, then the Council would reconsider the question of the newspapers supplied to members.

The motion was adopted.

ANNUAL REPORT.

The CHAIRMAN moved the adoption of the annual report of the Council. He said it was not his intention to make any speech upon it. If the President, Mr. Sharpe, had been present, he would probably have addressed himself at length to the meeting with regard to it.

WORK OF THE COUNCIL.

Although it was a ponderous document, as Mr. Bell had said, still it was but an epitome, and he would like to impress upon the meeting that one of the paragraphs in it which was read in the space of a few seconds might represent hours, or days, and sometimes weeks, of separate and collective labour on the part of members of the Council. It was one of the difficulties of the members of the Council, which he himself had experienced, principally in the country, to hear it said that the Law Society did nothing. If the remark had been that the Law Society accomplished nothing it would have been nearer the mark. It did a very great deal, and it was a matter of regret, and always would be, that the result of the work of the Council was not anything in proportion to the amount of labour the members put into it. He wished the meeting particularly to remember that they were always up against an adamantine wall of officialism. Their work brought them in contact with a bureaucracy of the powers, and the first impulse of a member of that bureaucracy was how not to do it. They had to overcome the *vis inertia* of a public department. He could assure the meeting that the historical instance of the importunate widow would not be in it compared with the experience of the Council. But, by continual perseverance, the Council obtained eventually, not all they wanted, but something. It took them years, perhaps, but they got it, and it was not their fault if they did not prosper more rapidly. He should like to say that they owed, in particular in this last year, a very great deal to the sympathy of the Lord Chancellor and the principal Secretary, Sir Claud Schuster, who had met the representatives of the Council with great consideration. Much that had been done would have been impossible without their ready aid and sympathy. They had done their best for the Society, and he was glad to have this opportunity of gratefully recognising the fact. He often thought they did not themselves appreciate—he was sure the members of the Society did not appreciate it—that, in his opinion, there was not another Council or Committee of any considerable importance like theirs which did anything like the same amount of work. It was an enormous amount in the aggregate, and the time and labour devoted to it were given voluntarily. Very few of the members of the Society knew how much time the members of the Council gave to the work. There were many of them who would take home the Law of Real Property Bill, let him say, and go carefully through it with the object of seeing how it affected other legislation. The members of the Society did not know of all this, but it was a fact. If it were not done by the individual members and by the Council, it would be a very great calamity to the country. It was not recognised by the public, and perhaps not by the members of the Society, how great were the services they rendered to the community. If the Council and the Society did not exist there would not be many weeks, certainly not many months, before everyone he was addressing and their clients would feel the effect of its removal. The Council might not be able to accomplish all they wanted to, but they could do an enormous amount of work which often prevented officials doing something or other which would have a very prejudicial effect on the law and the everyday life of the citizen.

PROVINCIAL MEETING.

He would remind the members that the Society met at Liverpool in October to hold its provincial meeting. It was many years since there had been a provincial meeting, and he hoped that as many as possible of the members would attend. He should be, he supposed, one of the chief guests of the Liverpool Law Society, and he expected that they would entertain him and his colleagues in a befitting manner; and, as one of the hosts, he should see that they did do so. Those who had attended previous provincial meetings at Liverpool would know that the guests had received a very cordial welcome, and those who had not been, he hoped would give the Liverpool Society the chance of displaying their hospitality. He could assure them the Liverpool Society would do everything that could be done to make the visit as pleasant as possible and as agreeable to them as he was sure it would be to their hosts.

Mr. BOTTERELL seconded the motion.

MAYOR'S COURT AMALGAMATION.

Mr. F. ARMITAGE (London), speaking as a solicitor practising in the City, said he would like to refer to a topic of great interest—namely, the Bill that had passed the House of Lords for the amalgamation of the Mayor's Court and the City of London Court. He had not been fortunate enough to secure a copy of the Bill. He should be glad to know whether the purpose of the Bill was to abolish the Mayor's Court altogether, or to amalgamate it with the City of London Court.

The VICE-PRESIDENT said it was to assimilate the procedure to that of the High Court.

Mr. ARMITAGE said he was sure that any statement that could be made with regard to the Bill would be gladly received by solicitors practising in the City.

SOLICITORS' REMUNERATION.

Mr. BELL said the report dealt with the matter of solicitors' remuneration. It was stated as follows:—"In the last annual report reference was made also to attempts which the Council were making to obtain a rule empowering a solicitor at his option to deliver a bill in the form of a gross sum or aggregate fee in lieu of detailed charges which was to be regulated with reference to considerations stated in Section 4 of the Act. Some progress was made with this rule during the past year. Indeed, the Lord Chancellor intimated that he would be prepared to sanction a form of rule somewhat on the lines suggested. It was considered, however, that the form would be so restricted in its effect as to be of little practical value, and it was determined therefore to press for a wider form. The matter was delayed by the absence abroad of Sir Norman Hill, Bart., President of the Liverpool Law Society, a member of the Rule-making Authority—but on his return to England was reopened, and is now again under consideration. If no more extended form of rule is obtainable, the form already suggested is available for acceptance." The system of returning unwieldy bills of costs, with all their irritating incidents of mere trifling payments, measurements per folio of documents, etc., was archaic. He believed that the item six-and-eightpence dated from the time of Richard II., and it had continued ever since. It would be a great boon if solicitors were able to charge a lump sum for their costs, and it would be doing no injustice to the public. As he understood the paragraph he had quoted, it represented the right of the solicitor to go to his client and say, in noncontentious cases: "Here are my charges, so much for disbursements and so much for professional charges. If you are not satisfied with that, there is a staff at the Law Courts taxing department who have power to assess what is the proper fee without labouring their minds with the details of six-and-eightpence and the other nonsenses that bills of costs are made up of." He was also anxious that in contentious business the litigant, as was the case in every other civilised country, should be able to go to the tax assessor and say: "These are my costs, without all the innumerable details. There is so much for disbursements, so much for counsel's fees, for witnesses, and so forth, and this balance is for professional

services. Here are the papers, there are my receipts. If you like to measure them up, do so. I have not done so. Please assess them." That could be done in a reasonable period of time. Whereas, if it was necessary to go through taxation in the ordinary way, weeks were required to get a bill through. If time could be saved by the curtailment of bills of costs, without any injustice to the public, it would be of great service to the profession. He urged upon the Council to use their best endeavours to bring about this reform.

DIVORCE COURT.

He noticed that there was nothing in the report dealing with the Matrimonial Court cases. Was it not regarded by the profession generally that it was a disgraceful and wicked scandal that there should be the congestion in the Divorce Court that existed? There were thousands of cases waiting to be heard. They must all be tried in London, and nowhere else. Not the least opportunity was given to the litigants who came from the North of England or any other great distance to have their cases tried locally. He urged that the Council should take this important matter into consideration. Was it also not time that the reports of divorce cases in the newspapers should cease to be published? It was a matter for the parties themselves. Why should the getters-up of prurient news of that description be pandered to? In every civilized country in the world, he believed, except the United States, reports of divorce cases were not allowed to appear. The fact might be published that A and B were divorced, but there should be no unnecessary details.

The VICE-PRESIDENT said on the question of divorce that it was true it was not a subject specifically referred to in the report, but in previous reports the Council had expressed the opinion that there should be facilities for divorce proceedings in distant parts of the country, as well as in London. As to the publication of reports of proceedings, that would probably not be considered a matter for the Council, but a matter for the public to consider.

SOLICITORS' REMUNERATION.

With regard to solicitors' remuneration, Mr. Bell did not know how very much this subject had occupied the Council for many years, but in particular for the last three years. This was one of the adamantine walls the Council were up against. It must be borne in mind that the Rule-making Authority had, he regretted to say, to deal with that very small minority of the profession which was in the habit of exploiting its illiterate and ignorant clients, and something must be yielded to the Rule-making Authority who wish to protect the illiterate client against the exaction of his solicitor. These cases were getting fewer, owing to the action of the Discipline Committee. The time would come, he hoped, when the Rule-making Authority would not have to take that matter so much into their consideration. One point had been overlooked, the losing man on the other side always wanted details. It would be legal to send in a bill for a lump sum for one's costs, and, if the client did not choose to ask for particulars within twelve months, it would be a good bill. Of course, he ought not to wait twelve months; the matter ought to have been disposed of promptly.

MAYOR'S COURT AMALGAMATION.

As to the amalgamation of the Mayor's Court and the City of London Court, the Bill had been before the Council and had been considered, and had received, in principle, their approval. The names of the two courts were preserved, and the High Court procedure was adopted in lieu of the old procedure. The Bill was kept in the Reading Hall for those members who wished to see it.

The motion for the adoption of the report was agreed to.

THANKS TO VICE-PRESIDENT.

Mr. W. MELMOTH WALTERS said that, as he was no longer sitting at the Council table, he had the privilege of proposing a vote of thanks to the Chairman for his conduct in the chair. The Chairman had shewn himself thoroughly alive to the points at issue among them at the meeting, and they must thank him very much for the attention he had given them. He was glad to say that, because he could say, after a long experience on the Council, that the Council had always found the Chairman a diligent and a knowing member who got at the bottom of what was before them, and he was very glad to see him President of the Society. He was sure they would all be perfectly satisfied with his record when the time came for him to give an account thereof. The Chairman had kindly invited them to Liverpool. He could recollect receptions at Liverpool before, and he was sure the Society could not go to a better place. He was sorry to say he should not be able to go, for a great many reasons. Old age prevented one from taking many of the pleasures of life. All he could do was to wish that the Chairman would get great pleasure in the festivities and in carrying out his duties at Liverpool, and that his name would go down to posterity among them as an effective and good President.

The VICE-PRESIDENT, in returning thanks, said he was very sorry they would not see Mr. Walters at Liverpool. They would remember him as one who had served the Society long. One who had done as much for his profession on the Council as Mr. Walters had was not likely to be forgotten.

THE NEW PRESIDENT.

The newly-elected President, Mr. C. H. Morton, is the head of the Liverpool firm of solicitors and notaries, Messrs. Avison & Co., of which he became a partner in 1874, in which year he was admitted, after having served his articles of clerkship with the firm. In 1877 he was elected hon. secretary of the Incorporated Law Society of Liverpool, and has been a member of the Executive since that date. He has served the office of Treasurer of that Society for many years, and was President for the year 1894. In 1894 he was elected one of the Treasurers, and also Secretary of the Associated Provincial Law Societies. He has been a member of the Council of the Law Society for twelve years, and served the office of Vice-President during 1919-20. In 1911 he was appointed by the Lord Chancellor a representative of the Associated Provincial Law Societies on the Supreme Court Rule Committee, on which body he still serves. He has from time to time, at the request of various Parliamentary and Departmental Committees, given evidence before them. He is responsible for several useful Acts of Parliament, and for many amendments in the practice and procedure of the High Court and the County Courts, and he is credited by his professional brethren as being responsible for the drafting, amending, or rejecting of more sections of Bills in their passage through Parliament than any living solicitor. He has been four times President of the Liverpool Royal Institute; he is Chairman of the Finance Committee, and one of the Honorary Treasurers of the Liverpool Cathedral Committee; Chairman of the State Assurance Company; also of the Liverpool Law Association, Ltd., and a Director of other companies. He is a Magistrate for Cheshire. He married in 1882 Miss Mary Thellusson, a member of a family the name of which is familiar to all conveyancing solicitors in connection with the Thellusson case and the Statute of Perpetuities. His residence is in the Wirral peninsula of Cheshire, where he indulges his hobby of gardening. He is further a keen shot, and a great lover and student of architecture and of church architecture in particular.

Society of Public Teachers of Law.

The twelfth annual general meeting of the society was held, by permission of the Treasurer and Masters of the Bench, in the Pension Chamber of the Honourable Society of the Inner Temple, yesterday (Friday) afternoon. The chair was occupied by the outgoing president, Mr. Edward Jenks. The report of the General Committee and balance-sheet for 1919-20 were adopted, and a donation of 10 guineas to the funds of the Selden Society was voted.

The outgoing president delivered an address on the subject of the changed conditions produced by the war, and suggested the necessity of bringing legal conceptions into touch with fundamental principles, as well as of turning the attention of the student towards the prevention, rather than the cure, of strife.

The following officers were, on the nomination of the General Committee, elected for the year 1920-21, viz., as president, Professor Geldart, C.B.E.; as vice-president, Mr. G. H. J. Hurst; as hon. treasurer, Mr. Arnold D. McNair, C.B.E.; and as hon. secretary, Dr. E. Leslie Burgin.

The following resolution was, on the motion of Dr. Winfield (on behalf of Professor Pearce Higgins), seconded by Mr. G. H. J. Hurst (on behalf of Professor R. W. Lee), carried unanimously and by acclamation:—

> That this general meeting of the society desires to express its sense of the loss sustained by the cause of legal education in the retirement of Prof. Goudy, to record its thanks to him for the valuable services he rendered to the society ever since its foundation, to congratulate him on the title of emeritus-professor bestowed upon him by the University of Oxford, and to wish him a long enjoyment of his well-earned leisure.

A vote of thanks to the hon. auditors, Mr. M. L. Gwyer and Mr. S. H. Leonard, for their services during the past year, was unanimously carried, both gentlemen being re-elected for the ensuing year.

On the motion of the president, seconded by the vice-president, a hearty vote of thanks to the authorities of the Inner Temple for their hospitality was passed by acclamation.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this association was held at the Law Society's Hall, Chancery-lane, on the 8th inst., Mr. T. S. Curtis in the chair, the other directors present being Messrs. S. F. Knapp-Fisher, L. W. North Hickley and M. A. Tweedie.

A sum of £2,047 was distributed in grants to deserving cases; five new members were admitted; and other general business was transacted.

GOVERNMENT OF VICTORIA 6½ PER CENT. CONVERSION LOAN (1923-1925).—The LONDON COUNTY WESTMINSTER AND PARR'S BANK (LIMITED) is authorized by the Government of Victoria to offer to the holders of £5,949,700 outstanding 4 per cent. stock, due 1st October, 1920, conversion at par to the extent of £2,725,000 into Victorian Government 6½ per cent. inscribed stock. The three months' interest due 1st October, 1920, on the 4 per cent. stock will be paid on that date to holders converting. During the last nineteen years the State's repayments to the London market have exceeded new borrowings, with the result that the indebtedness of Victoria to this country has been actually reduced by over £1,000,000 since 1901.

Judge Brandeis at Gray's Inn.

A distinguished gathering representative of the legal profession, says the *Times*, was present on Wednesday at luncheon in Gray's Inn Hall to welcome Mr. Justice Brandeis, of the Supreme Court of the United States. Mr. Montagu Sharpe presided, and among those present were :—

The American Ambassador (Mr. J. W. Davis), the Lord Chancellor (Lord Birkenhead), the Lord Chief Justice (Lord Reading), Lord Haldane), Lord Finlay, Lord Dunedin, Lord Shaw, Lord Moulton, Lord Sumner, Lord Buckmaster, the Master of the Rolls (Lord Sterndale), Mr. Justice Darling, the Attorney-General (Sir Gordon Hewart), Mr. Justice Roche, Mr. Justice Swift, the Chief Justice of Malta (Mr. Justice Refale), Mr. J. M. Beck, Judge Mulligan, K.C., Sir Lewis Coward, K.C., Mr. T. Terrell, K.C., Mr. W. T. Barnard, K.C., Sir D. P. Barton, K.C., the President of the Probate, Divorce and Admiralty Division (Sir Henry Duke), Mr. E. Clayton, K.C., Mr. E. F. Vesey Knox, K.C., Sir William Byrne, the Chief Secretary for Ireland (Sir Hamar Greenwood, K.C., M.P.), Mr. W. Greaves-Lord, K.C., and Mr. G. D. Keogh.

The chairman, in proposing the health of Mr. Justice Brandeis, briefly sketched his distinguished career, and said that he was now here as chairman of the General Conference on Zionist Affairs. The problems with which their guest had to deal were attracting universal attention, and on the result of his work very much would depend.

The Lord Chancellor, who also paid a tribute to Mr. Justice Brandeis' distinction as a lawyer and judge, said that no one knew better than their guest how prodigious was the contribution which the United States could make to world-reconstruction. He, for one, was convinced that she would respond in the most complete manner to the expectations we ventured to found on her history and her ideals. They hoped their guest would carry back to America pleasant memories of his visit and a complete reassurance as to the degree of friendship which existed on this side of the Atlantic for the country which he represented.

Mr. Justice Brandeis, responding, said that each time he came to England he felt more and more strongly the common heritage which political separation and thousands of miles distance could not affect. Whatever might seem to be the friction between the two countries, a common language, a common law, and common institutions were a safeguard against estrangement. If there were troubles, they were troubles within the family. He had been filled with great hope and encouragement for the future as he had seen what was being done in this country. He had read in the newspapers criticisms of the Government and of various institutions, but perhaps those who came from a distance might have a certain advantage. Surveying what was going on he felt that the people of this country were grappling with very grave problems in a manner which would not only lead to their solution here, but would be a great help to other countries. Great Britain was ahead of America in dealing with many of those problems.

Time for Appeal in Murder Cases.

In the case of Rex *v.* Twynham, in the Court of Criminal Appeal, on Monday, says the *Times*, before the Lord Chief Justice, Mr. Justice McCardie, and Mr. Justice Swift, which was an application by Thomas William Twynham, who was convicted of murder at Warwick Assizes and was sentenced to death, and whose sentence was commuted to penal servitude for life, for extension of time for leave to appeal against conviction and sentence,

The Lord Chief Justice, in dismissing the application, said that the Criminal Appeal Act expressly provided that in cases involving sentence of death the appeal must be lodged within ten days. The court had, therefore, no jurisdiction to entertain the application for leave to appeal against conviction. As to the appeal against sentence, the Act again provided that an appeal would lie with the leave of the Court in any case where the sentence was not fixed by law. In the case of murder the sentence of death was fixed by law and again the Court had no jurisdiction. In this case the sentence had been communted to penal servitude for life: that was not a sentence of the Court, but an exercise of the Royal prerogative of mercy, against which there was no appeal. The result was that the application could not be entertained either as to conviction or sentence. He wished to add that in future if applications for leave to appeal in murder cases were made after the proper time the registrar, under the directions of the Court, would refuse to receive such applications or to put them in the list.

At Newcastle Sessions, last Saturday, Charles Johnson, 80 years of age, who was sent to prison for twelve months for housebreaking, admitted that he had spent 56 years in prison.

In the House of Commons, on the 4th July, Mr. Cecil Harmsworth, Parliamentary Under-Secretary for Foreign Affairs, in answer to Brigadier-General Surtees, said :—The posts of Ambassador at present held by Ambassadors who had not previously been members of the Diplomatic Service are those of Paris, Washington and Berlin. While the posts of Ambassador are as a general rule filled by professional diplomatists, the choice of an Ambassador for any particular country cannot be restricted when special political considerations or circumstances have to be taken into account.

Law Students' Journal

The Law Society.

STUDENTSHIPS, 1920.

The council, acting on the recommendation of the Legal Education Committee, has made the following award of studentships, of the annual value of £40 each, renewable at the discretion of the council, subject to the conditions prescribed in the regulations :—

CLASS A.

(Candidates under 19, having certain educational qualifications.)

Mr. Ernest Ould. [Mr. Ould was educated at the Central High School, Leeds.]

Mr. Francis Charles Coningsby. [Mr. Coningsby was educated at Latymer School, Hammersmith, and is articled with Mr. W. T. Mellows, of Peterborough.]

CLASS B.

(Articled clerks having at least three years to serve.)

No award.

By Order of the Council, E. R. COOK, Secretary.

25th June, 1920.

Legal News.

Changes in Partnerships.

Dissolution.

THOMAS WALTER HALL and SAMUEL ROBERTS, Solicitors (Sorby, Hall & Richardson, Limited Partnership), Sheffield, York. June 30. [*Gazette*, July 13.

General.

Mr. A. C. Clausen, K.C., has been elected Master of the Merchant Taylors' Company.

In the House of Commons, on 30th June, Mr. Bonar Law, answering Mr. Ormsby-Gore, said :—The mandates relating to the territory and islands formerly belonging to Germany in Africa and in the Pacific are now being drafted for consideration by the Supreme Council. The drafts are being prepared not by the Conference of Ambassadors, but, as I stated in my answer to the hon. member on 24th June, by the Drafting Committee of the Peace Conference. It is hoped that these mandates will be approved at the Conference at Spa and will be submitted to the League of Nations shortly afterwards. The Palestine mandate is now under consideration. Mr. Ormsby-Gore asked whether the coming into force of mandatory conditions in the ex-German colonies and those ex-Ottoman territories which were to be subject to mandatory assistance would be delayed until the specific terms of each mandate had been approved by the Council of the League of Nations. Mr. Bonar Law :—This question is still under discussion. I hope that it will be possible to make a statement about it after the Spa Conference.

The *Times* correspondent at Toronto, in a message dated 12th July, says :—The vote of New Brunswick suggests that, with the possible exception of British Columbia and Quebec, "bone dry" prohibition will be established all over Canada. The issue of the voting in New Brunswick is regarded as doubtful, but a majority of 24,000 for prohibition and 13,000 against wine and beer licences is likely. All the other provinces in which plebiscites will be held are regarded as more favourable to prohibition than New Brunswick.

The directors of the LONDON COUNTY, WESTMINSTER AND PARR'S BANK (LIMITED) have declared an interim dividend of 10 per cent. (the same rate as last year) for the half-year ended 30th June on the £20 shares, and the maximum dividend of 6¼ per cent. on the £1 shares for the same period. The dividends, 10s. per share and 1s. 3d. per share respectively (both less income tax), will be payable on 3rd August.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr Justice Sargant.
Monday, July 19	Mr. Synge	Mr. Jolly	Mr. Farmer	Mr. Church
Tuesday 20	Bloxam	Synge	Jolly	Farmer
Wednesday .. 21	Borrer	Bloxam	Synge	Jolly
Thursday 22	Goldschmidt	Borrer	Bloxam	Synge
Friday..... 23	Leach	Goldschmidt	Borrer	Bloxam
Saturday 24	Church	Leach	Goldschmidt	Borrer

Date.	Mr. Justice Astbury.	Mr. Justice Peterson.	Mr. Justice P.O. Lawrence.	Mr. Justice Russell.
Monday, July 19	Mr. Goldschmidt	Mr. Bloxam	Mr. Leach	Mr. Borrer
Tuesday 20	Leach	Borrer	Church	Goldschmidt
Wednesday.... 21	Church	Goldschmidt	Farmer	Leach
Thursday 22	Farmer	Leach	Jolly	Church
Friday..... 23	Jolly	Church	Synge	Farmer
Saturday 24	Synge	Farmer	Bloxam	Jolly

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, July 6.

SUNGEI TIGA (SUMATRA) RUBBER ESTATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug. 14, to send their names and addresses, and the particulars of their debts or claims, to Archibald Hugh Doherty, 65, London-wall, liquidator.

J. & E. HALL (BRICKMAKERS), LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug. 6, to send their names and addresses, and particulars of their debts or claims, to William Davies, 9, Albert-sq., Manchester, liquidator.

WINDSOR ELECTRIC THEATRE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug. 5, to send their names and addresses, and particulars of their debts or claims, to Herbert H. Savill, 95, Cheney's-rd., Leytonstone, liquidator.

MAURICE ADAMS CONCRETE CONSTRUCTIONS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug. 9, to send their names and addresses, and the particulars of their debts or claims, to Albert Henry Partridge, 3, Warwick-ct., Gray's inn, liquidator.

W. H. HINCKSMAN, LTD.—Creditors are required, on or before Aug. 7, to send in their names and addresses, and particulars of their debts or claims, to Thomas Rushton, 45, Fishergate, Preston, liquidator.

GLOBE ELECTRIC CO., LTD.—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to W. A. J. Osborne, Balfour House, Finsbury-pvemnt., liquidator.

RECORD OIL AND GREASE CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 12, to send their names and addresses and the particulars of their debts or claims, to Alfred Shuttleworth, Lloyds Banks-bldgs., King-st., Manchester, liquidator.

The important freehold property known as the PLATT ESTATE, ST. PANCRAS, sandwiched between three of the principal railway termini of Great Britain, has just been purchased, at a price approaching six figures, by Mr. Arthur Wilkinson, chairman of Thorpe, Head & Co., Ltd., coal merchants, who have numerous branches in London and suburbs, the sale being carried out by Messrs Alfred Savill & Sons, 51, Lincoln's Inn-fields, W.C. 2. The property was left to the Worshipful Company of Brewers in 1600 by Richard Platt, for the purpose of maintaining the Grammar School founded by him at Aldenham in 1597 and for carrying out various charitable bequests. The property, which in 1597 was described as "all those three pasture of grounds lying nighe the churche of St. Pancrasse in the county of Mid'x besides London," now comprises a valuable estate, including some 250 houses and shops, a police-station, two public-houses and a valuable block of workmen's dwellings situate in Aldenham-street, Barclay-street, Charrington-street, Goldington-crescent, Goldington-street, Modburn-street, Penryn-street, Platt-street, Ossulton-street, Werrington-street, &c., with a total assessment exceeding £12,500 per annum and an area of about 10 acres.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

London Gazette.—FRIDAY, July 9.

LAST DAY OF CLAIM.

AMBURY, MARY LOUISA, Maidenhead. Aug. 15. Wilde, Moore, Wigston & Sapte, 21, College-hill.

AMBURY, MARIA ANN, Maidenhead. Aug. 15. Wilde, Moore, Wigston & Sapte, 21, College-hill.

ATTER, EDWARD, Whitehaven, Solicitor. Aug. 31. Brockbank, Helder & Ormrod, Whitehaven.

BARLOW, ROBERT, Pemberton, Wigan. Aug. 10. Barlow, Jackson & Gee, Wigan.

BAXTER, MARY ANN, Norwich. Aug. 12. Blyth & Hornor, Norwich.

BELTON, WILLIAM, Skendleby, Lincs, Farmer. July 30. Walker & Co., Alford.

BRETTELL, MARY SUSANNA, Sinclair-rd., Kensington. Aug. 12. Marcy, Hemingway & Sons, Bewdley.

CANDY, WILLIAM HENRY, Saint Just-in-Penwith, Cornwall. Aug. 8. Coulter, Hancock & Thrall, Truro.

CHARLESWORTH, Lady FRANCES CHARLOTTE ELIZABETH, Broadwater, Worthing. Aug. 7. R. Henry Mellersh, Godalming, Surrey.

CLARE, HENRY LEWIS, M.D., Trinidad. Aug. 16. Shute & Swinson, Birmingham.

CLEMENTS, Lieut.-Col. WILLIAM GEORGE, Southbourne, Bournemouth. Aug. 20. Edward H. Bone, Bournemouth.

COUSINS, FANNY, Worthing. Aug. 4. Charles & Malcolm, Worthing.

CROSSLEY, MARY, Milford-on-Sea, Hants. Aug. 11. Scholefield, Taylor & Maggs, Batley.

DART, FANNY GATER, Havant, Hants. Aug. 1. Parker, Blake & Larcome, Portsmouth.

DIXON, MANLEY CHARLES MATTHEW, Worthing. Aug. 23. Thorowgood, Tabor & Hardcastle, 13, Copthall-ct.

EVANS, THOMAS, Salford, Lancs. Aug. 24. Lawson, Coppock & Hart, Manchester.

GOFF, HARRIETT ANN, Chelmsford. Aug. 9. Henry R. Cawdron, Chelmsford.

HATT, HELEN NOBLE, Scarborough. Aug. 2. G. Taylor & Son, Scarborough.

HIBBT, JAMES RHODES, Newark-upon-Trent, Chartered Accountant. Sept. 3. Fredk. B. Footitt, Newark.

HOPKINS, ROBERT WILSON, New Barnet. Aug. 7. F. B. Brook, 6 and 7, South-sq., Gray's Inn.

HUDLESTON, AGNES ANNE, Lee, Kent. Aug. 20. Gordon M. Folkard, 11, Poultry.

JACKSON, ISABEL, Ledbury-road, Bayswater. July 31. V. St. Lawrence, 20, Mount-av., Ealing.

JACKSON, MARGARET HARDCASTLE, St. Katharine's Precincts, Regent's Park. Aug. 3. Atherton Powys, 6, Lincoln's Inn-fields.

JAMES, AUGUSTA LOVE, Southend. Aug. 15. Hatten, Winnett & Hatten, Gravesend.

JUPP, GEORGE ARTHUR, Brighton. Aug. 9. W. D. Peskett, Brighton.

KELL, WILLIAM, Strubby, Lincs. July 30. Walker & Co., Alford.

LAMB, CHARLES THOMAS, Nottingham. Outfitter. Aug. 7. Parr & Butlin, Nottingham.

LAST, ALFRED COLBERT, East Greenwich. Aug. 14. Pearce & Nicholls, 12, New-ct., Lincoln's Inn.

LEECHMAN, GEORGE BARCLAY, Campden House-ct., Kensington. Aug. 12. Simpson, Cullingford, Partington & Holland, 65, Bishopsgate.

LEWIS, MARGARET LOUISA, Holland-rd., Brixton. Aug. 13. Yarde & Loader, 1, Raymond-bldgs., Gray's Inn.

LOCKETT, RICHARD HENWOOD, Saint Agnes, Cornwall. Aug. 6. Coulter, Hancock & Thrall, Truro.

LUCAS, JOSEPH, ADA ELIZABETH LUCAS, and ELIZABETH LUCAS, Weston, near Bath. July 30. G. Bush & Bush, Bristol.

MALIM, ALFRED, Stoke, Devonport. Sept. 6. Gill & Akaster, Devonport.

MAWMAN, JOHN, Scarborough, Bath Chair Owner. Aug. 20. Turnbull & Sons, Scarborough.

MARRIS, JANE MARIA, Scarborough. Aug. 20. Turnbull & Sons, Scarborough.

MURPHY, HARRIET EUPHEMIA, Delancey-st., Gloucester Gate. Aug. 11. Burton, Yeates & Hart, 23, Surrey-st.

SIMS, RILEY RUFUS, Harmondsworth. Aug. 10. W. H. Bellamy, Walter House, 418-422, Strand.

SIMPSON, MARIAN, Headcorn, Kent. Aug. 13. J. Bransbury, 3, Pancras-lane.

SMITH, WALTER, Brighton, Bath Chairman. Aug. 30. W. D. Peskett, Brighton.

SYMONS, ROBERT FRANCIS, Birkenhead. July 15. Nield & Milligan, Liverpool.

Bankruptcy Notices.

London Gazette.—FRIDAY, July 2.

FIRST MEETINGS.

BEAN, FREDERICK, Blackburn, Saddler. July 13 at 11. Off. Rec. 13, Winckley-st., Preston.

BROOM, SYDNEY, Skilgate, Somersetshire, Farmer. July 13 at 11.30. Off. Rec., 9, Bedford-circus, Exeter.

COSTA, LIFMAN, Aldersgate-st., General Dealer. July 12 at 11. Bankruptcy-bldgs., Carey-st

COOPER, FRANK WILLOUGHBY, Smeeth, Kent, Butcher. July 9 at 11.45. Off. Rec., 68A, Castle-st., Canterbury.

COURT, RICHARD HARRELL, King-st., Covent Garden. July 13 at 11. Bankruptcy-bldgs., Carey-st.

CROWLEY, JAMES JOHN, Chelsea, Builder. July 12 at 12. Bankruptcy-bldgs., Carey-st.

FRANKS, ALFRED GEORGE, Wadsley Bridge, Yorks., Chocolate Manufacturer. July 9 at 12. Off. Rec., Figtree-la., Sheffield.

GRAHAM, ALBERT REGINALD, Monument-st., Fruit Merchant's Agent. July 13 at 12. Bankruptcy-bldgs., Carey-st.

LEAWOOD, JAMES EDMUND, Leicester, Mineral Water Manufacturer. July 13 at 12. Off. Rec., 4, Castle-pl., Nottingham.

LOSS, HENRY RICHARD WILLIAM, Leckhampton, Cheltenham, Glass Merchant. July 13 at 11.45. County Court-bldgs., Cheltenham.

NORMAN, L., St. James's-st. July 13 at 11. Bankruptcy-bldgs., Carey-st.

NURICK, LIONEL, York, Operative Dentistry. July 13 at 3. Bankruptcy Office, Duncombe-pl., York

OAKLEY, SAMUEL WESLEY, Gracechurch-st., Shipbroker. July 14 at 12. Bankruptcy-bldgs., Carey-st.

PHILLIPS, ASHLEY, East Acton, Horse Dealer. July 12 at 2.30. 14, Bedford-row.

REYNOLDS, PERCY ROBERT, Chatham, Baker. July 9 at 11.15. Off. Rec., 68A, Castle-st., Canterbury.

RICHARDSON, NELLIE, Louth, Lincs, Café Proprietor. July 10 at 11. Off. Rec., St. Mary's-chmbrs., Great Grimsby.

RODDA, HORACE WYNDHAM, Fulham-rd., Engineer. July 12 at 11. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

BARBIE, PETER CHRISTIAN, Keat's-grove, Hampstead. High Court. Pet. April 29. Ord. June 28.

BROOM, SYDNEY, Skilgate, Somerset, Farmer. Exeter. Pet. June 28. Ord. June 28.

COOKE, DERMOT HENRY, Brookwood, Surrey. Guildford. Pet. April 23. Ord. June 29.

CLIFF, WILFRED, Oldham, Grocer. Oldham. Pet. June 28. Ord. June 28.

CROWLEY, JAMES JOHN, Chelsea, Builder. High Court. Pet. June 29. Ord. June 29.

DASHWOOD, COVENTRY DE COURCY, Stonehouse, Glos. Gloucester. Pet. April 24. Ord. June 29.

DURAND, EILEEN REX, Upper Bedford-pl., Bloomsbury, Patent Agent. High Court. Pet. March 1. Ord. June 29.

GILLAM, Major VINCENT ANDREW, Park-av., Hampstead. High Court. Pet. March 26 Ord. June 26.

JONES, THERESA VIVIAN WILHELMINA, Moston, Manchester, Confectioner. Shrewsbury. Pet. June 29. Ord. June 29.

NEEVE, GEORGE WILLIAM, Maidenhead Tobacconist. Windsor. Pet. June 30. Ord. June 30.

POTHORITE, SOLOMON HYMAN, Leeds, Woollen Merchant. Leeds. Pet. May 28. Ord. June 26.

SMITH, THOMAS, Doncaster, Stationer. Sheffield. Pet. June 28. Ord. June 28.

London Gazette.—TUESDAY, July 6.

RECEIVING ORDERS.

DAVISON, THOMAS, Hanwell, Estate Agent. Brentford. Pet. April 24. Ord. June 22.

ETCHES, ARTHUR OSWALD, Scarborough. Scarborough. Pet. May 19. Ord. July 1.

HAMMOND, FREDERICK, Alma-rd., St. Paul's-rd., Canonbury, Porter. High Court. Pet. June 4. Ord. June 30.

OWEN, ROBERT DANIEL, Bangor, Slater. Bangor. Pet. July 2. Ord. July 2.

PEARCE, A. C., & Co., Laurence Pountney-hill, Merchants. High Court. Pet. June 4. Ord. July 1.

PETTIT, WILLIAM, St. Quintin's-av., North Kensington. High Court. Pet. June 8. Ord. July 1.

WATSON, EDGAR, Middlesbrough, Grocer. Middlesbrough. Pet. June 15. Ord. June 30

WELLER, A. CECIL, Charing Cross-rd. High Court. Pet. May 31. Ord. July 1.

FIRST MEETINGS.

CLIFF, WILFRED, Oldham, Grocer. July 14 at 11.30. Off. Rec., Greaves-st., Oldham.

FANSHAWE, FREDERICK BRADFORD, Reading. July 14 at 11.30. 14, Bedford-row.

HAMMOND, FREDERICK, Alma-rd., St. Paul's-rd., Canonbury, Porter. July 14 at 11. Bankruptcy-bldgs., Carey-st.

PEARCE, A. C., & Co., Laurence Pountney-hill, Merchants. July 15 at 11. Bankruptcy-bldgs., Carey-st.

PETTIT, WILLIAM, North Kensington. July 15 at 12. Bankruptcy-bldgs., Carey-st.

SMITH, THOMAS, Doncaster, Stationer and Newsagent. July 13 at 12. Off. Rec., Figtree-la., Sheffield.

WATSON, EDGAR, Middlesbrough, Grocer. July 15 at 2.15. Off. Rec., 80, High-st., Stockton-on-Tees.

WELLER, A. CECIL, Charing Cross-rd. July 14 at 11. Bankruptcy-bldgs., Carey-st.

The List for Conversion Applications will be closed on or before Wednesday, the 21st July, 1920.

GOVERNMENT OF VICTORIA 6½% CONVERSION LOAN, 1923-'925.

OFFER OF CONVERSION TO HOLDERS OF VICTORIAN GOVERNMENT 4 PER CENT. INSCRIBED STOCK MATURING 1st OCTOBER, 1920.

PRICE £100 PER CENT.

Interest payable 1st April and 1st October. First Six Months' Interest payable 1st April, 1921. Principal repayable on the 1st October, 1925, the Government having the option of redemption, in whole or in part, at par, on or after the 1st October, 1923, on giving three months' notice. The Government of Victoria will comply with the requirements of the Colonial Stock Act, 1900, in order that TRUSTEES MAY INVEST IN THIS STOCK subject to the provisions set forth in the Trustee Act, 1893.

THE LONDON COUNTY WESTMINSTER AND PARR'S BANK LIMITED is authorised by the GOVERNMENT OF VICTORIA to offer to the holders of £5,940,700 outstanding 4 per cent. Stock, due 1st October, 1920, conversion at par to the extent of £2,725,000 into Victorian Government 6½ per cent. Inscribed Stock. The three months' Interest due 1st October, 1920, on the 4 per cent. Stock will be paid on that date to holders converting.

Holders of Stock converting must lodge the prescribed forms of assent with the LONDON COUNTY WESTMINSTER AND PARR'S BANK LIMITED, Lothbury.

Any portion of the Stock not converted will be paid off at the LONDON COUNTY WESTMINSTER AND PARR'S BANK LIMITED on the 1st October, 1920.

The Loan is made under the Act of the Victorian Legislature No. 1,560.

The Stock will be inscribed in accordance with the provisions of "The Colonial Stock Act, 1877," 40 and 41 Vict., cap. 59, in the books of the Victorian Government 6½ per cent. Inscribed Stock, 1923-1925—to be kept by the LONDON COUNTY WESTMINSTER AND PARR'S BANK LIMITED—and will be transferable without charge and free of stamp duty at that Bank, either by the Stockholders personally or by their Attorneys. The interest at the rate of 6½ per cent. per annum, will be payable half-yearly on behalf of the Government of Victoria at the LONDON COUNTY WESTMINSTER AND PARR'S BANK LIMITED, Lothbury, on the 1st April and 1st October in each year, by Dividend Warrants, which will be forwarded by post at the Stockholder's risk. The principal will be payable at the same Bank on the 1st October, 1925, but the Government of Victoria have the option of redemption, in whole or in part, at par, in London, on or after the 1st October, 1923, on giving three calendar months' notice.

In accordance with the provisions of the Redemption Fund Act of the Victorian Legislature, 62 Victoria, No. 1,561, the sum of ten shillings per cent. of the amount of Stock will be provided annually towards the redemption of such Stock.

The revenues of the State of Victoria alone are liable in respect of this Stock and the Dividends thereon, and the Consolidated Fund of the United Kingdom and the Commissioners of His Majesty's Treasury are not directly or indirectly liable or responsible for the payment of the Stock or of the Dividends thereon, or for any matter relating thereto.—40 and 41 Vict., cap. 59, sec. 19.

Prospectuses and Forms for Conversion can be obtained at the LONDON COUNTY WESTMINSTER AND PARR'S BANK LIMITED, 41, Lothbury, E.C. 2, 21, Lombard Street, E.C. 3, or at any of the Branches of the Bank.

LONDON COUNTY WESTMINSTER AND PARR'S BANK LIMITED,
Head Office,
41, Lothbury, London, E.C. 2,
10th July, 1920.